

COMMERCIAL LEASE

BETWEEN:

SUMMERFIELD, L.L.C.
("LANDLORD")

AND

ITT EDUCATIONAL SERVICES, INC.
("TENANT")

FOR

3735 QUEEN COURT SW
CEDAR RAPIDS, IA 52404

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SECTION 1 – BASIC LEASE PROVISIONS

1.01. Date and Parties. This COMMERCIAL LEASE ("Lease") is made as of this 1st day of April, 2009, by and between SUMMERFIELD, L.L.C., an Iowa Limited Liability Company, with principal offices located at 1957 Blairs Ferry Rd. NE, Cedar Rapids, Iowa 52402, ("Landlord") and ITT EDUCATIONAL SERVICES, INC., a Delaware corporation with principal offices at 13000 North Meridian Street, Carmel, Indiana 46032 ("Tenant").

1.02. Leased Premises. Landlord hereby leases to Tenant, the space ("Leased Premises") identified on the space plan attached hereto as a part of Exhibit A (the space plan, together with Tenant's Architectural and Construction Requirements and Specifications and Detail Drawings, each of which are also attached as a part of Exhibit A, hereinafter collectively referred to as the "Plans and Specifications"). The Leased Premises herein are to be contained within a building located at 3735 Queen Dr. SW, Cedar Rapids, Iowa ("Building"), on a 5.57 acre site ("Land"), with a legal description as specified on Exhibit B attached hereto and made a part hereof (the Building and the Land collectively hereinafter known as the "Project").

1.02(a). Space. Landlord warrants that the Leased Premises contain nineteen thousand (19,000) rentable square feet.

1.02(b). Common Areas. Tenant and its agents, employees and invitees have the nonexclusive right with others designated by Landlord to the free use of the common areas (for their intended and normal purposes) of the Building and the Project for so long as Tenant is renting space within the Project. The common areas of the Project are identified on Exhibit C attached hereto and made a part hereof, and include without limitation, sidewalks, driveways, open spaces and other similar public areas and access ways ("Common Area"). Notwithstanding the foregoing, Tenant shall have the exclusive right to use the one hundred fifty-two (152) parking spaces identified on Exhibit C as "Tenant's Exclusive Parking Area." Despite their status as Common Area, Tenant shall not park in the parking spaces within the Project that are not within Tenant's Exclusive Parking Area. Landlord may change the Common Area, if the changes do not materially or unreasonably interfere with Tenant's access to, or use of, the Leased Premises. Tenant shall not be responsible for any "pass through" or other Common Area expenses whatsoever.

1.03. Use. Landlord represents that the current zoning laws, ordinances, regulations, and/or restrictive covenants applicable to the Project and Leased Premises allow the Project and Leased Premises to be used as a technical college, general office use, and related lawful support activities and Tenant shall use the Leased Premises for said uses only, unless Landlord gives its advance written consent to another use. Tenant shall occupy the Leased Premises, conduct its business and control its agents, employees, invitees, and visitors in a lawful and reputable way and so as not to create any nuisance or otherwise interfere with, annoy, or disturb any other tenant in its normal business operations. Tenant shall not commit, or allow to be committed, any waste on the Leased Premises. Notwithstanding anything contained in this Lease to the contrary, if Landlord initiates or supports any action to change the zoning that is applicable to the Project, or to amend, enact, or record any laws, ordinances, regulations, or restrictive covenants which would prohibit the Project and/or Leased Premises from being used for a technical college, general office use, and related support activities, Tenant may, at any time thereafter, immediately cancel this Lease by notifying

Landlord in writing. In such an event, the Lease will end on the day specified, and Tenant's obligations under this Lease will cease as of such date.

1.04. Term.

1.04(a). Term. The Lease term shall be five (5) years beginning on the Commencement Date and shall terminate five (5) years following the Commencement Date ("Termination Date"); except as otherwise specified herein. The "Commencement Date" is defined herein to mean the day that all of the following have occurred:

- (i) The appropriate governmental authorities have issued temporary or permanent certificates of occupancy (including zoning approval for use as a technical college) for the Leased Premises, containing no provisions for work to be completed prior to the effectiveness of the certificates. Such authorities will include, without limitation, building inspectors, engineers, and state and local fire officials.
- (ii) All of the facilities and systems of the Building serving the Leased Premises are in good operating condition for Tenant's use, including, but not limited to, the air conditioning, heating, lighting, waste supply, and sewage systems. "Operating condition," with respect to air conditioning and heating, shall include balancing, but Landlord shall only be required, at such time, to balance the systems necessary for the current season.
- (iii) The exterior of the building containing the Leased Premises is completed and fully enclosed.
- (iv) The site work is complete and constructed.
- (v) The Improvements are constructed and substantially complete (as defined in section 1.04(b) below) according to the Plans and Specifications.
- (vi) The Parking Spaces (as defined below) are striped, landscaped and well-lighted.
- (vii) Landlord has cleaned the Leased Premises and otherwise rendered them in new and reasonably unblemished condition, excluding anything caused by Tenant, its agents, servants, contractors or employees. This work will include, without limitation, the following:
 - (1) all tile floors wet mopped, sealed, waxed and buffed;
 - (2) all walls and partitions cleaned and all damaged places filled and touched up;
 - (3) all glass cleaned on both sides;
 - (4) all toilet fixtures cleaned and polished;

- (5) all trash, dirt and leftover materials removed from the Leased Premises, excluding anything caused by Tenant; and
- (6) all ceramic tile work buffed and the grout sealed.
- (viii) The parties shall have inspected the Leased Premises and created the punchlist as called for in Section 1.04(c) below.

If the Commencement Date would be a Saturday, Sunday or holiday recognized by either Landlord or Tenant, the Commencement Date shall be the first business day following that Saturday, Sunday, or holiday.

Within thirty (30) days after the Commencement Date, the parties shall confirm in writing the Lease's Commencement Date and Termination Date.

1.04(b). Substantial Completion. Landlord shall use its best efforts to substantially complete the Leased Premises on or before February 1, 2010. Substantially complete means:

- (i) completing the Improvements so that (I) Tenant can use the Leased Premises for its intended purposes without material interference to Tenant conducting its ordinary business activities and (II) the only incomplete items are minor or insubstantial details of construction or mechanical adjustments;
- (ii) Tenant, its employees, agents, and invitees, have ready access to the Leased Premises and the building in which the Leased Premises is located through the lobby, entranceways, elevators and hallways;
- (iii) the decoration, fixtures, and equipment to be installed by Landlord are installed and in good operating order; and
- (iv) the Leased Premises are ready for the installation of any equipment, furniture, fixtures, or decoration that Tenant shall install.

1.04(c). Inspection and Punchlist. After the Leased Premises is substantially complete, but before the Commencement Date, the parties shall inspect the Leased Premises, have all systems demonstrated, and prepare a punchlist. The punchlist shall list:

- (i) incomplete, minor, and insubstantial details of construction;
- (ii) necessary mechanical adjustments; and
- (iii) needed finishing touches.

Landlord shall complete the punchlist items within thirty (30) days after the Commencement Date, or, if completion reasonably takes longer than thirty (30) days, shall commence the work within such period of time and diligently pursue it to completion. Following the

Commencement Date, Landlord shall promptly correct, at no cost to Tenant, any latent defects in the Leased Premises, Improvements, and/or construction thereof as they become known, so long as Tenant notifies Landlord of such defect within sixty (60) days after Tenant first learns of such defect, and provided such defect becomes known within one (1) year of the Commencement Date.

1.05. Improvements and Construction Costs.

1.05(a). Improvements. Landlord, at its expense, shall construct the Building and shall make interior improvements to the Leased Premises in compliance with the Plans and Specifications as described in Exhibit A ("Improvements"). The Improvements, and the Leased Premises as built and modified according to the Plans and Specifications, shall comply with all applicable laws, ordinances, rules, codes, and regulations of governmental authorities. Landlord shall provide Tenant with a full and complete set of construction drawings (architectural, mechanical and engineering) no later than May 1, 2009, which shall include each of the items in the Plans and Specifications, including without limitation, each of the items shown on the space plan which is a part thereof. An electronic copy of the space plan shall be transmitted to Landlord by Tenant's facilities planner for use in creating the construction drawings. All construction drawings will be completed in AutoCAD and provided in hard copy mailed to Tenant and, if requested by Tenant, in an electronic AutoCAD file format. Tenant must, within seven (7) days of Tenant's receipt of the full hardcopy set of construction drawings, approve or reject said drawings in writing. If Tenant rejects the drawings, the reasons for such rejection shall be given to Landlord with specificity. Landlord shall make corrections to the drawings as requested by Tenant and shall resubmit them to Tenant for review in accordance with the above process. Tenant must, prior to commencement of construction, approve a final full and complete set of construction drawings (including architectural, mechanical and engineering drawings) as prepared by the Landlord's architects and engineers. After commencement of construction and until the completion of all punch-list items, Landlord or Landlord's contractor shall provide Tenant with digital photographs detailing the progress of construction on a weekly basis. All construction shall be done in a good workmanlike manner using materials in accordance with the Plans and Specifications and shall not vary without Tenant's prior written consent. Any changes to the construction not reflected in the Plans and Specifications that are necessitated by: (1) any governmental authority due to its interpretation of a building, fire, occupancy or other applicable code, ordinance, law, regulation or the like, or (2) Tenant's reliance on an inaccurate AutoCAD file or other information provided by Landlord or Landlord's representatives when creating the Plans and Specifications (including without limitation the space plan), will be made by Landlord at Landlord's exclusive cost and will not be charged to Tenant in any manner whatsoever. If the Commencement Date has not occurred on or before:

- (i) March 15, 2010, then Tenant shall receive two (2) days of free Base Rent (as defined below) for each day following March 15, 2010 that the Commencement Date has not occurred. Tenant shall receive its days of free Base Rent, if any, beginning on the Commencement Date and continuing until all days of free Base Rent have been utilized by Tenant; and

- (ii) June 15, 2010, then Tenant shall have the right to terminate this Lease by notifying the Landlord in writing of such termination, in which event (I) Landlord shall promptly return any pre-paid rent to Tenant, (II) this Lease shall terminate and (III) neither of the parties will have any further rights or obligations to the other.

Notwithstanding the foregoing, if Landlord's failure to complete the Improvements and obtain the certificates of occupancy is a direct result of strike, lockout, shortage in material, Tenant's acts, or act of God, then the time periods set forth in the immediate preceding sentence shall be delayed until such cause giving rise to the delay ceases to exist; provided, however, if such time periods are delayed for more than one hundred eighty (180) days as a direct result of strike, lockout, shortage in material, or act of God, Landlord or Tenant may immediately cancel this Lease upon written notice delivered to the other party.

1.05(b). Construction Costs. The Improvements for the Leased Premises (as shown on the Plans and Specifications attached hereto as Exhibit A) will be provided by Landlord at Landlord's sole cost and expense, including, without limitation, the building shell, HVAC system, fire sprinkler system, all exterior improvements, all window coverings, all other construction related costs (such as such as permit fees, architect's and engineer's fees, construction management fees, etc.), the cost of walls, ceilings, lighting, floor coverings, doors, electrical work, interior plumbing, and the Outdoor Lounge, all incurred in connection with the design and construction of the Improvements. The "Outdoor Lounge" is an outdoor smoking area constructed by Landlord containing approximately four hundred (400) usable square feet that is: (I) contiguous to the building and is contained on and is a part of the Leased Premises, and (II) not included in the calculation of space occupied by Tenant for purposes of determining the Base Rent or any additional rent. Notwithstanding anything herein to the contrary, after the Commencement Date and within forty-five (45) days after receipt of an invoice from Landlord and Landlord's completion of the punch list items (as called out in Section 1.04(c) above), Tenant shall pay Landlord the sum of One Hundred Ninety Thousand and 00/100 Dollars (\$190,000.00), which shall be Tenant's sole contribution toward the cost of the Improvements.

1.05(c). Satellite Dish. Tenant shall have the continuing right to install a satellite dish on the Building in a location that will permit it to receive a satellite television signal from Tenant's provider of choice. This right is effective and self-operative without execution of any further instrument or need for additional consideration from Tenant. Such satellite dish shall be no larger than three feet in diameter and shall be professionally installed by a satellite television provider. All costs and expenses associated with the satellite dish installation shall be the sole responsibility of Tenant. The immediate area in which the satellite dish is installed is a part of the Project and therefore included as an area to which the obligations of the parties as set forth in sections 5.01(insurance) and 5.02 (indemnification) below apply.

1.06. Parking. Tenant shall have the exclusive use, throughout the Lease term (including any extensions and renewals), of one hundred fifty-two (152) parking spaces identified on Exhibit C as "Tenant's Exclusive Parking Area" (the "Parking Spaces"). Included within the Parking Spaces shall be four (4) spaces marked for visitors next to the visitor's entrance to the Leased Premises. Tenant's employees, students and invitees will be entitled to use the Parking Spaces free of charge

at all hours, seven (7) days a week. Landlord shall, in addition to and independent of the Improvements discussed above in Subsection 1.05, provide Tenant with the Parking Spaces at Landlord's sole cost and expense, including, without limitation, the cost to grade, pave, stripe, and landscape the Parking Spaces.

1.07. Early Fitup. Notwithstanding anything herein to the contrary Tenant may enter the Leased Premises (a) before the Leased Premises is substantially complete for installation of security, data and telecommunications wiring, and (b) after substantial completion but before the Commencement Date for installation of furniture and equipment, provided, however, that in each instance, Tenant's schedule for Leased Premises fitup shall be communicated to Landlord and the approval of Landlord shall be secured so as not to interfere with other work of Landlord being carried on at the time; and provided further, that (i) during the fitup period, Landlord shall have no responsibility or liability whatsoever for any loss or damage to any of Tenant's leasehold improvements, fixtures, equipment or any other materials installed or left in the Leased Premises by Tenant as a result of the fitup; and (ii) Tenant shall not be obligated to pay Base Rent or Additional Rent until the Commencement Date.

SECTION 2 – RENT

2.01. Rent. Beginning on the Commencement Date, Tenant shall pay to Landlord Base Rent for the original specified term of the Lease as follows ("Base Rent"):

<u>Lease Period</u>	<u>Annual Base Rent Per Rentable Square Foot</u>	<u>Monthly Base Rent</u>
Months 1 through 60	\$22.00	\$34,833.33

The Base Rent shall be paid:

- (i) in monthly installments in accordance with the above Base Rent schedule;
- (ii) without advance notice, demand, offset or deduction, unless the offset or deduction is made by Tenant as permitted herein or to recover any unpaid (nonappealable) court judgment Tenant has against Landlord;
- (iii) in advance by the first day of each month during the Lease term; and
- (iv) to Landlord at its address specified below in Subsection 11.02, or as Landlord may hereafter specify in writing to Tenant.

If the Commencement Date is not on the first day, and/or the Termination Date is not the last day of a month, the Base Rent for that partial month will be prorated on a per diem basis.

2.02. Real Estate Taxes. Landlord shall pay the cost of all real estate taxes or other assessments which are related to the Project, including, without limitation the Building and the Leased Premises.

2.03. Late Charges. Tenant hereby acknowledges that late payment of rent or other sums due from Tenant to Landlord shall cause Landlord to incur costs not contemplated by this Lease, the exact

amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, personnel costs, and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed covering the Leased Premises. Accordingly, if any installment of rent or any other sum due from Tenant shall not be received by Landlord within five (5) business days after written notice of the date when it was due, Tenant shall pay to Landlord a late charge equal to the greater of Fifty Dollars (\$50.00) or five percent (5%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord shall incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

SECTION 3 – AFFIRMATIVE OBLIGATIONS

3.01. Compliance With Laws.

3.01(a). Landlord's Compliance. Landlord shall, on the Commencement Date and at all times thereafter throughout the Lease term (including any extension of the Lease term pursuant to the terms hereof), keep the structural components of the Building, all Common Areas, and all other areas of the Project in compliance with all current and future applicable laws, ordinances, rules, regulations, and guidelines of state, federal, municipal, and other governmental authorities, relating to the use, condition, and occupancy of the Project, including, without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Act, and the Americans with Disabilities Act ("Applicable Laws").

3.01(b). Tenant's Compliance. Tenant shall comply with all Applicable Laws that relate to its use of the Leased Premises, other than structural issues with the Building or other items that Landlord is responsible for under Section 3.01(a) above.

3.01(c). Hazardous Materials and Substances.

(i) Landlord represents and warrants to Tenant that:

- (1) The Leased Premises is on the date hereof, and shall be on the Commencement Date, in compliance with all Applicable Laws, including, without limitation, all federal, state, and local laws, rules, regulations, and guidelines pertaining to hazardous, toxic, or infectious materials or substances.
- (2) The building in which the Leased Premises are located does not and will not contain any asbestos, including, without limitation, friable asbestos, asbestos containing fireproofing or insulation materials, or ventilation systems containing asbestos.

- (3) There are no storage tanks presently located in, on, or under the Project and there currently exists no contaminated soil on or under the Project.
- (4) Before the Commencement Date, the Leased Premises will have been tested for the presence of radon gases and there will not exist any radon emissions in excess of EPA standards in or affecting the Leased Premises.
- (5) On or before the Commencement Date, Landlord shall provide Tenant with the results of a phase I environmental survey of the Building and Land demonstrating that there are no environmental conditions for which remediation or other action has been recommended.

Tenant shall have the right to immediately terminate this Lease upon thirty (30) days' written notice to Landlord if any representation or warranty of Landlord set forth above is false or incorrect in any respect that creates a material risk to the health or safety of occupants of the Leased Premises.

- (ii) Other than as permitted below, Tenant shall not keep in the Leased Premises, Common Area, or building in which the Leased Premises are located, or allow the presence of, any hazardous, toxic, or infectious materials (collectively "Hazardous Substances"), except for common office machine fluids, office cleaning supplies, and any small quantities of fluids used in a nursing program. If Tenant allows Hazardous Substances on the Leased Premises or Project, Tenant shall:

- (1) Comply with all governmental requirements for reporting, keeping, and submitting manifests, and obtaining and keeping current identification numbers of such Hazardous Substances.
- (2) Submit to Landlord true and correct copies of all reports, manifests, and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities.
- (3) Within fifteen (15) days of Landlord's request, submit written reports to Landlord regarding Tenant's use, storage, treatment, disposal, or sale of such Hazardous Substances and provide evidence satisfactory to Landlord of Tenant's compliance with the applicable government regulations.
- (4) Allow Landlord or Landlord's agent or representative to enter the Leased Premises at all reasonable times to determine Tenant's compliance with all applicable governmental regulations regarding such Hazardous Substances.

- (5) Comply with all applicable governmental rules, regulations, and requirements regarding the proper and lawful use, sale, treatment, and disposal of such Hazardous Substances.

3.02. Janitorial, Utilities, and Access.

3.02(a). Janitorial. Tenant shall provide and pay the cost of all janitorial services with respect to the Leased Premises that Tenant occupies during the Lease term.

3.02(b). Utility Services. Tenant shall provide and pay the cost of all utility services with respect to the Leased Premises, including all gas, electric (including lighting for "Tenant's Exclusive Parking Area"), water, and sewer services. Landlord, at Landlord's cost, shall cause all utilities to be separately metered.

3.02(c). 24 Hour Access. Tenant, its employees, agents, and invitees shall have complete access to the Leased Premises twenty-four (24) hours a day, seven (7) days a week. Landlord may not limit access into primary common area entries by using access cards, code generated access boxes or similar devices, except between the hours of 11 p.m. and 6 a.m. Landlord may temporarily close the Leased Premises if required because of a life threatening or building threatening situation. Landlord shall use its best efforts to close the Building during Tenant's non-business hours only. If, however, the Building must be closed during Tenant's business hours due to a unilateral closing by Landlord or a closing which is the result of a negligent act of Landlord, then the Base Rent and all additional rent will abate during any closing that lasts more than forty-eight (48) hours.

3.03. Repairs and Maintenance.

3.03(a). Tenant's Care of Premises.

- (i) Tenant shall keep the Leased Premises occupied by Tenant in good, clean and sanitary condition at Tenant's expense (except for those parts for which Landlord is expressly responsible under this Lease). Landlord shall only be responsible for the repair and maintenance described in Subsection 3.03(b) below.
- (ii) Except as provided below in Subsection 3.03(b) or elsewhere in this Lease, Tenant shall make all necessary repairs to the Leased Premises occupied by Tenant (including, without limitation, all interior glass, replacing electric light lamps or tubes, doors, any special office entry, interior walls and finish work, floors and floor coverings, and interior plumbing fixtures) except to the extent that the repairs:
 - (1) are or should be covered by Landlord's insurance; or
 - (2) are needed because of Landlord's misuse or primary negligence.

- (iii) Tenant shall not damage or disturb the integrity and support of any perimeter wall of the Premises. Any damage to these perimeter walls caused by Tenant or its employees, agents or invitees will be promptly repaired by Tenant at its sole cost and expense.
- (iv) Subject to any Improvements and/or Alterations (as defined below) made pursuant to the terms of this Lease, Tenant will, at the termination of this Lease, deliver the Leased Premises "broom clean" to Landlord in the same good order and condition as existed at the Commencement Date, except for (I) ordinary wear and tear incidental to such Leased Premises' use as a technical college, (II) condemnation, and (III) damage arising from any cause not required to be repaired or replaced by Tenant hereunder.
- (v) Tenant shall repair and pay for all damage caused by the negligence of Tenant, Tenant's employees, agents, or invitees, or a Tenant Default (as defined below).

3.03(b). Landlord's Care of Leased Premises, Building and Project. It is intended by the parties hereto that Landlord have no obligation, in any manner whatsoever, to repair and maintain the Leased Premises, the Improvements located thereon, or the equipment therein, all of which obligation is intended to be that of the Tenant, except as follows:

- (i) Landlord shall make repairs and replacements to the roof;
- (ii) Landlord shall maintain the HVAC system in good working order and shall make all necessary repairs to the HVAC system;
- (iii) Landlord shall repair or replace any structural defect which is found in the walls, the foundation or the floor, or the structure of the window frames, which compromises or weakens such structural component and affects the safety or integrity of the structure;
- (iv) Landlord shall repave the parking lot or affected portions thereof if there are any major (wider than $\frac{3}{4}$ ") structural cracks or deterioration;
- (v) Landlord shall be responsible for any exterior washing and/or painting of the Building, if needed;
- (vi) Landlord shall maintain the empty lot to the north of the Building in an attractive condition (including seeding and mowing) until such time, if ever, Landlord constructs an additional building on that lot; and
- (vii) Landlord shall maintain and pay for (1) maintenance and repairs of all exterior areas, (2) the Common Area large trash receptacle/dumpster (including the cost of trash removal) (2) all landscaping (including replacement of trees and bushes as needed), (3) all exterior Common Area utilities (except for the lighting of "Tenant's Exclusive Parking Area" and water cost for irrigation of landscaping within "Tenant's Exclusive Parking

Area" and within the grassy areas immediately adjacent to the Building), (4) the irrigation system (not including water cost), (5) all below-slab or in-ground water and sewer pipes, (6) the roof of the Building, (7) all parking areas, including Tenant's Exclusive Parking Area, and sidewalks, (8) all snow and ice removal, (9) exterior window washing at least twice each year, and (10) all management fees, and all association fees.

- (viii) Landlord shall complete the punchlist and repair latent defects as required by Section 1.04(c) above.

SECTION 4 – NEGATIVE OBLIGATIONS

4.01. Alterations.

4.01(a). Definition. "Alterations" means alterations, additions, Tenant finish work, installations, improvements, or other physical changes, but excludes decorations and the Improvements Landlord is to make under Subsection 1.05 above.

4.01(b). Consent. Tenant shall not make Alterations without Landlord's advance written consent. Landlord's consent shall not be unreasonably withheld or delayed for nonstructural Alterations to the Leased Premises proposed to be made by Tenant to adapt the Leased Premises for Tenant's business purposes.

4.01(c). Conditions of Consent. Landlord may condition its consent in Subsection 4.01(b) above on all or any part of the following:

- (i) Alterations shall be made by contractors or mechanics approved by Landlord, and such approval shall not be unreasonably withheld or delayed by Landlord.
- (ii) Tenant shall submit to Landlord plans and specifications for each proposed Alteration and shall not commence any such Alteration without first obtaining Landlord's approval of such plans and specifications, and such approval shall not be unreasonably withheld or delayed by Landlord.

4.01(d). Payment and Ownership of the Alterations. Alterations made under this Subsection 4.01 shall be at Tenant's expense. The Alterations shall belong to Landlord when this Lease and the last extension term, if any, ends (except for any Alterations which are removable without material damage to the Leased Premises and all such Alterations will remain the Property of Tenant). In addition, Tenant may remove from the Leased Premises its trade fixtures, furniture, equipment, and other personal property, but Tenant shall repair or, at Landlord's option, pay to Landlord the cost of repairing any damage to the Leased Premises caused by such removal. Any replacement of Landlord's property, whether made at Tenant's expense or otherwise, shall be and remain Landlord's property.

4.01(e). Status of Improvements upon Termination. Subject to the provisions of Subsection 4.01 of the Lease, upon termination of the Lease, Tenant shall not be required to remove or pay for the removal of any Improvements or Alterations (including, without

limitation wiring and voice/data cabling), whether constructed by Landlord or Tenant, existing on the date of this Lease, or authorized in the future by Landlord.

4.02. Assignment and Subleasing.

4.02(a). Consent Required. Tenant shall not transfer, mortgage, encumber, assign, or sublease all or part of the Leased Premises without Landlord's advance written consent, which consent shall not be unreasonably withheld or delayed by Landlord.

4.02(b). Procedure. Tenant shall provide Landlord, in writing, with:

- (i) the name and address of the proposed subtenant or assignee;
- (ii) the nature of the proposed subtenant's or assignee's business that will be operated on the Leased Premises;
- (iii) the terms of the proposed sublease or assignment; and
- (iv) reasonable financial information so that Landlord can evaluate the proposed subtenant or assignee.

Landlord shall within thirty (30) business days after receiving the above information, give notice to Tenant to permit or deny the proposed sublease or assignment. If Landlord denies consent, it must give the reasons for the denial. If Landlord does not give notice within the thirty (30) business day period, then Tenant may sublease or assign part or all of the Leased Premises upon the terms specified in the information Tenant gave to Landlord. Landlord shall have the absolute right to deny consent if the net worth of the subtenant/assignee is less than that of the Tenant's net worth as of the Commencement Date.

4.02(c). Affiliates and Subsidiaries. Notwithstanding Subsections 4.02(a) and (b) above, Tenant may assign or sublease part or all of the Leased Premises without Landlord's consent to:

- (i) any corporation or partnership that controls, is controlled by, or is under common control (i.e. has substantially the same Board of Directors) with Tenant; or
- (ii) any corporation resulting from the merger or consolidation with Tenant or to any entity that acquires all of Tenant's assets as a going concern of the business that is being conducted on the Leased Premises, as long as the assignee or sublessee is a bona fide entity and assumes the obligations of Tenant hereunder.

4.02(d). Conditions. Subleases and Assignments by Tenant are also subject to the following conditions:

- (i) the sublessee or assignee will be bound to the terms of this Lease;

- (ii) the Lease term will not extend beyond the term provided herein (including exercised extensions or renewals as provided herein);
- (iii) Tenant shall remain liable for all of its obligations under this Lease;
- (iv) Landlord's consent to one sublease or assignment does not waive the requirement for Landlord's consent to any future assignment or sublease; and
- (v) if a Tenant Default arises and any part of the Leased Premises have been assigned or sublet by Tenant, Landlord may, in addition to any other remedies provided by this Lease or law, collect directly from the assignee or subtenant all rents hereunder due by Tenant. Any direct collection by Landlord from the assignee or subtenant will not be construed, however, to constitute a novation or a release of Tenant from the further performance of its obligations under this Lease.

SECTION 5 – INSURANCE

5.01. Insurance.

5.01(a). Insurance. Landlord shall keep the Building (including, without limitation, the Improvements) and the Project insured against damage and destruction by fire, hail, windstorm, vandalism, explosion, and other perils, including without limitation, earthquake coverage, in the amount of the full replacement value of such Building (including, without limitation, the Improvements) and the Project, as the value may exist from time to time. The insurance will include an extended coverage endorsement of the kind required by an institutional lender to repair and restore such Building, the Leased Premises, and the Project. Landlord's insurance carrier shall be licensed in the State of Iowa. Upon written request from Tenant, Landlord shall provide Tenant with written evidence (certificate of insurance) of such insurance coverage.

5.01(b). Property Insurance. Each party shall keep its personal property and trade fixtures in the Leased Premises insured in an amount equal to one hundred percent (100%) of the replacement cost of the property and fixtures.

5.01(c). Use. Tenant shall not use the Leased Premises in any way which would be hazardous or which would in any way increase the cost of or render void or voidable the insurance required above in Subsections 5.01(a) and (b).

5.01(d). Liability Insurance. Landlord and Tenant shall each maintain comprehensive general liability insurance, including public liability and property damage, with a minimum combined single limit of liability of two million dollars (\$2,000,000) for personal injuries or deaths of persons occurring in or about the Project and Leased Premises.

5.01(e). Waiver of Subrogation. Landlord and Tenant waive and release all rights, claims, demands, and causes of action each may have against the other on account of any loss or damage to real or personal property suffered by (I) Landlord or Tenant (as the case may be), (II) their respective businesses, real properties, and personal properties, (III) the Leased

Premises, (IV) the Building in which the Leased Premises are located, or (V) the Project or its contents, which arises from any risk or peril covered by any insurance policy carried by either party but only to the extent of such coverage. Since the above mutual waivers will preclude the assignment of any such claim by way of subrogation (or otherwise) to an insurance company (or any other person), each party agrees to immediately give to its respective insurance companies written notice of the terms of such mutual waivers and to have their respective insurance policies properly endorsed, if necessary, to prevent the invalidation of such insurance coverages by reason of such waivers. Furthermore, upon request from the other party, each party agrees to provide evidence that notice has been given to their insurance company as set forth in this paragraph, including evidence of any necessary endorsement.

5.01(f). Insurance Criteria. Insurance policies required by this Lease shall:

- (i) be issued by insurance companies with general policyholder's ratings of at least A and a financial rating of at least XI in the most current Best's Insurance Reports available on the Commencement Date. If the Best's ratings are changed or discontinued, the parties will agree to an equivalent method of rating insurance companies;
- (ii) provide that the insurance not be canceled or materially change in the scope or amount of coverage, unless thirty (30) days' advance notice is given to the nonprocuring party;
- (iii) be permitted to be carried through a "blanket policy" or "umbrella" coverage;
- (iv) be maintained during the entire Lease term (including any extension terms); and
- (v) provide that the procuring party is responsible for any deductible obligation.

5.01(g). Evidence of Insurance. Tenant shall give certificates of insurance to the Landlord upon occupancy. The certificate will specify amounts, types of coverage and the insurance criteria specified in this Subsection 5.01.

5.02. Indemnification.

5.02(a). Tenant's Indemnity. Tenant indemnifies, defends, and holds Landlord harmless from claims for personal injury, death, or property damage occurring in or about the Leased Premises, the Building in which the Leased Premises are located, or the Project that are caused by the negligence or willful misconduct of Tenant, its agents, employees, or invitees.

5.02(b). Landlord's Indemnity. Landlord indemnifies, defends, and holds Tenant harmless from claims for personal injury, death, or property damage occurring in or about the Leased Premises, the Building in which the Leased Premises are located, or the Project that are caused by the negligence or willful misconduct of Landlord, its agents, employees, or invitees.

5.02(c). Release of Claims. Notwithstanding Subsections 5.02(a) and (b) above, the parties release each other from any claims either party ("Injured Party") has against the other on account of any loss or damage to real or personal property suffered by the Injured Party. This release is limited to the extent the claim is covered by the Injured Party's insurance or the insurance the Injured Party is required to carry under Subsection 5.01 above, whichever is greater and provided that such policy is, in fact, in effect at the time of the injury or damage.

5.03. Transfer of Leased Premises. Landlord may transfer and assign, in whole or in part, its rights and obligations with respect to the Project and the Leased Premises. If the Project or Building in which the Leased Premises are located is sold or transferred (whether voluntarily or involuntarily), Landlord's obligations and liabilities under this Lease which accrue after the transfer will be the sole responsibility of the new owner.

SECTION 6 – LOSS OF PREMISES

6.01. Damages.

6.01(a). Definition. "Relevant Space" means:

- (i) the Leased Premises as defined in Subsection 1.02 above;
- (ii) access to the Leased Premises;
- (iii) any part of the Building in which the Leased Premises are located or the Project that provides services to the Leased Premises; and
- (iv) the Parking Spaces.

6.01(b). Repair of Damage. If the Relevant Space is damaged in part or whole from any cause and the Relevant Space can be substantially repaired and restored within two hundred ninety (290) days from the date of the damage using standard working methods and procedures, Landlord shall promptly and diligently repair and restore the Relevant Space to substantially the same condition as existed before the damage, provided that such repair or restoration is funded by insurance proceeds (excluding any deductible). This repair and restoration will be made within two hundred ninety (290) days from the date of the damage, unless the delay is due to causes beyond Landlord's control. Nevertheless, if the Relevant Space is not repaired and restored within three hundred sixty-five (365) days from the date of the damage, then Tenant may cancel this Lease at any time thereafter by giving written notice to Landlord. If the Relevant Space cannot be repaired and restored within the two hundred ninety (290) day period, either party may cancel this Lease by giving written notice to the other party. Tenant shall not be able to cancel this Lease if its willful misconduct causes the damage, unless Landlord is not promptly and diligently repairing and restoring the Relevant Space. Landlord shall not be able to cancel this Lease if the inability to repair and restore the Relevant Space is the result of Landlord's failure to maintain the insurance required by this Lease.

6.01(c). Abatement. Unless the damage is caused by Tenant's negligent or willful misconduct, the Base Rent shall abate in proportion to that part of the Leased Premises that is unfit for use in Tenant's business. The abatement shall consider the nature and extent of interference to Tenant's ability to conduct business in the Leased Premises and the need for access and essential services. The abatement shall continue from the date the damage occurs until three (3) business days after (I) Landlord completes the repairs and restoration to the Relevant Space or the part rendered unusable and (II) Tenant receives written notice from Landlord that the repairs and restoration are completed.

6.01(d). Tenant's Property. Notwithstanding anything to the contrary in this Subsection 6.01, Landlord is not obligated to repair or restore damage to Tenant's trade fixtures, furniture, equipment, or other personal property.

6.01(e). Damage to Building. Notwithstanding anything herein to the contrary, Landlord may cancel this Lease, if:

- (i) more than fifty percent (50%) of the Leased Premises, Building in which the Leased Premises are located or the Project is damaged and the Landlord decides not to repair and restore the same;
- (ii) any lienholder of the Leased Premises, Building in which the Leased Premises are located, or the Project will not allow adequate insurance proceeds for repair and restoration;
- (iii) the damage is not covered by the insurance required by Subsection 5.01(a) and (b) above during a period when such insurance is actually in effect; or
- (iv) the damage occurs when this Lease is in the last twelve (12) months of its Term.

To cancel this Lease for any of the above reasons, Landlord must give notice to Tenant within fifteen (15) days after the Landlord knows of the damage. The notice must specify the cancellation date, which will be at least one hundred eighty (180), but not more than two hundred seventy (270) days after the date such notice is received by Tenant.

6.01(f). Cancellation. If either party cancels this Lease as permitted by this Subsection 6.01, then this Lease shall end on the day specified in the cancellation notice, and all of Landlord's and Tenant's obligations except for any uncured default by either party under this Lease shall cease as of such date.

6.02. Condemnation.

6.02(a). Definitions. The terms "eminent domain," "condemnation," "taken," and the like in this Subsection 6.02 include takings for public or quasi-public use and private purchases in place of condemnation by any authority authorized to exercise the power of eminent domain.

6.02(b). Entire Taking. If all of the (I) Leased Premises, (II) Building in which the Leased Premises are located, (III) Project, (IV) Land, or (V) Parking Spaces required for reasonable access to, or use of, the Leased Premises are taken by eminent domain, this Lease shall automatically terminate on the date title vests.

6.02(c). Partial Taking. If the taking of a part of the (I) Leased Premises, (II) Building in which the Leased Premises are located, (III) Project, (IV) Land, or (V) Parking Spaces prevents Tenant from continuing its business operations in substantially the same manner and space then Tenant may terminate this Lease on the date title vests. If there is a partial taking as to the usable square footage of the Building and this Lease continues, then the Lease shall end as to the part taken, and the Base Rent shall abate in proportion to the part of the Leased Premises taken.

6.02(d). Cancellation by Landlord. If title to a part of the Building in which the Leased Premises are located (other than the Leased Premises) is condemned, and in the Landlord's reasonable opinion, such Building should be restored in a manner that materially alters the Leased Premises, Landlord may cancel this Lease by giving notice to Tenant. Cancellation notice shall be given within sixty (60) days following the date title vested. This Lease shall end on the date specified in the cancellation notice, which date will be at least six (6) months after the date notice is given. Tenant shall not be entitled to claim any damage for Loss of Lease value or value of the Lease estate pursuant to Iowa law.

6.02(e). Rent Adjustment. If the Lease is canceled as provided above in Subsections 6.02(b) or (c), then the Base Rent will be payable up to the cancellation date and will account for any abatement.

6.02(f). Repair. If the Lease is not canceled as provided above in Subsections 6.02(b) or (c), then Landlord, at its expense, will promptly repair and restore the (I) Leased Premises, (II) Building in which the Leased Premises are located, (III) Project, (IV) Land, and (V) Parking Spaces to the condition that existed immediately before the taking (except for the part taken).

6.02(g). Awards and Damages. In the event of any partial or entire taking of the (I) Leased Premises, (II) Building in which the Leased Premises are located, (III) Project, (IV) Land, or (V) Parking Spaces, Landlord and Tenant shall each be entitled to receive any sums separately awarded to each party by the condemning authority. If an award is given to Landlord and the sum includes Tenant's award (as further defined below), then Landlord upon receipt shall give such sum to Tenant. Notwithstanding anything to the contrary in this Subsection 6.02(g), Tenant may claim and recover from the condemning authority a separate award for (I) Tenant's business dislocation damages, (II) Tenant's personal property and fixtures, and (III) the unamortized costs of Improvements and Alterations. Tenant shall not be entitled to claim any damage for loss of Lease value or value of the Lease estate pursuant to Iowa law.

SECTION 7 – DEFAULT

7.01. Tenant Default. Each of the following constitutes a default by Tenant under this Lease ("Tenant Default"):

- (i) Tenant's failure to pay when due any amounts owed Landlord under this Lease within five (5) business days after Tenant receives written notice from Landlord that any such amount is past due.
- (ii) Tenant's failure to perform or observe when due any other Tenant obligation under this Lease within ten (10) days after Tenant receives written notice from Landlord that any such performance or observance is past due.
- (iii) Tenant's failure to vacate or stay any of the following within ninety (90) days after they occur:
 - (1) a petition in bankruptcy is filed by or against Tenant;
 - (2) Tenant is adjudicated as bankrupt or insolvent;
 - (3) a receiver, trustee, or liquidator is appointed for all or a substantial part of Tenant's property; or
 - (4) Tenant makes an assignment for the benefit of creditors.
- (iv) Tenant commits any act resulting in a lien being filed against the Leased Premises, and Tenant fails to discharge the lien pursuant to Subsection 9.02(a) below within ten (10) days after Tenant receives written notice from Landlord that such a lien has been filed.

7.02. Landlord's Remedies.

7.02(a). Remedies. If a Tenant Default arises, Landlord may, with or without terminating this Lease, at its sole election, exercise any one or more of the following remedies:

- (i) Immediately or at any time thereafter re-enter the Leased Premises and correct or repair any condition arising from Tenant's failure to observe or perform any of its obligations under this Lease, and Tenant shall reimburse Landlord within fifteen (15) days after Tenant's receipt of Landlord's statement of expenditures incurred in making such corrections or repairs.
- (ii) Immediately or at any time thereafter demand in writing that Tenant vacate the Leased Premises and, thereupon, Tenant shall vacate the Leased Premises and remove therefrom all property thereon belonging to Tenant within fifteen (15) days of Tenant's receipt of such notice from Landlord. Upon Tenant vacating the Leased Premises, Landlord will have the right to re-enter and take possession of the Leased Premises. Any such demand, re-entry, and taking possession of the Leased Premises by Landlord shall not of itself constitute a termination of this Lease by Landlord.
- (iii) Immediately or at any time thereafter re-enter the Leased Premises and remove Tenant and all property belonging to, or placed on, the Leased

Premises by, at the direction of, or with the consent of, Tenant. Any such re-entry and removal by Landlord or any surrender of this Lease or of the Leased Premises by Tenant will not of itself constitute a termination of this Lease or acceptance of surrender by Landlord. A surrender must be agreed to in a writing signed by Landlord and Tenant.

- (iv) At any time after Tenant vacates the Leased Premises, re-let the Leased Premises or any part thereof for such time or times and at such rental or rentals and subject to such other terms and conditions as Landlord desires, and Landlord may make any alterations or repairs to the Leased Premises which it may deem necessary or proper to facilitate such re-letting. In such event, Tenant shall pay the cost of any such repairs to the Leased Premises (other than those which are the responsibility of Landlord hereunder) and any brokerage commissions incurred by Landlord in re-letting the Leased Premises. In addition, if this Lease has not been terminated, Tenant shall continue to pay all Base Rent up to the date rent begins to accrue to any subsequent lessee of part or all of the Leased Premises, and Tenant shall thereafter pay monthly during the remainder of the Lease term the difference, if any, between (I) the rent and other charges collected from any such subsequent lessee(s) and (II) the Base Rent, but Tenant shall not be entitled to receive any excess of any such rents collected over Tenant's obligations hereunder.
- (v) Immediately or at any time thereafter terminate this Lease upon Tenant's receipt of written notice from Landlord of such termination. In the event of such termination, Tenant shall pay all damages Landlord suffers by reason of such termination, including, without limitation (I) all arrearages in Base Rent (II) the cost (including reasonable attorney's fees) of recovering possession of the Leased Premises or enforcing this Lease, and (III) the cost of any alteration of or repair to the Leased Premises which is necessary to prepare the same for re-letting (excluding such alterations and repairs which are the responsibility of Landlord hereunder). In addition, Landlord at its election may recover from Tenant either:
 - (1) an amount equal to the excess, if any, of the total amount of all Base Rent to be paid by Tenant for the remainder of the Lease term (discounted to present value using a discount rate equal to the prime rate of Chase Manhattan Bank, N.A. (or its successor) in effect on the date of such election) over the fair market rental value (at the time of such election) of the Leased Premises for the remainder of the term of this Lease; or
 - (2) the amounts (payable monthly) which Landlord would be entitled to receive from Tenant pursuant to the provisions of Subsection 7.02(a)(iv) above, if the Lease were not terminated. Landlord will make such election by notifying Tenant in writing of Landlord's election within thirty (30) days of Landlord's notice of termination.

7.02(b). Attorney's Fees and Costs. Tenant shall also pay all reasonable attorney's fees and other costs of suit (and appeal, if necessary) incurred by Landlord, if it becomes necessary for Landlord to employ an attorney or other agent to bring suit to (I) collect the Base Rent due by Tenant hereunder, or (II) enforce any provisions of this Lease.

7.02(c). Waiver of Tenant Default or Remedy. Failure of Landlord to notify Tenant of a Tenant Default immediately upon its occurrence or take any action in the event of such Tenant Default, shall not constitute a waiver of such Tenant Default. Landlord shall have the right to declare such Tenant Default at any time and take such action as is lawful or authorized under this Lease. Pursuit of any one or more of the remedies set forth above in Subsection 7.02(a) shall not preclude pursuit of any one or more of the other remedies provided therein or elsewhere in this Lease or by law or equity.

7.02(d). Mitigation. Landlord shall use its best efforts to mitigate its damages in the event of any Tenant Default.

7.03. Landlord Default. Landlord's failure to perform or observe any of its Lease obligations within ten (10) days after Landlord receives written notice from Tenant that any such performance or observance is past due is a default under this Lease ("Landlord Default"). If the Landlord Default cannot be cured within such ten (10) days, Landlord will not be in default of this Lease if Landlord commences to cure the Landlord Default within such ten (10) day period and diligently continues to cure such Landlord Default; provided, however, such Landlord Default must be cured on or before the one hundred twentieth (120th) day after Landlord receives such written notice from Tenant. If Tenant brings suit against Landlord for any breach by Landlord of any of its obligations hereunder, and such a breach is determined to have occurred, Landlord shall pay Tenant all costs and expenses incurred by Tenant with respect thereto, including, without limitation, all reasonable attorney's fees. If Landlord is in default under this Lease, Tenant may, without being obligated and without waiving such Landlord Default, cure such Landlord Default. Tenant may enter the Leased Premises or Project to cure such Landlord Default, and Landlord shall pay Tenant, immediately on demand, all costs, expenses and disbursements incurred by Tenant to cure such Landlord Default.

7.04. Survival. The remedies permitted by this Section 7, the parties' indemnities in Subsection 5.02 above, and Landlord's obligation to mitigate damages in Subsection 7.02(d) above will survive the termination of this Lease.

SECTION 8 – NONDISTURBANCE

8.01. Liens and Nondisturbance. Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust, or other lien now or hereafter recorded or otherwise on the Leased Premises, but only if and upon the execution by each such lienholder of a Nondisturbance and Attornment Agreement in a form substantially similar to the agreement attached hereto as Exhibit D and made a part hereof. Each mortgage, deed of trust, and other lien recorded on the Leased Premises shall specify and require therein that so long as Tenant performs all of its obligations under this Lease, Tenant's tenancy will remain in full force and effect pursuant to the terms of the Lease, notwithstanding any default by Landlord under such mortgage, deed of trust, or other lien, or any foreclosure, sale, or transfer of the Leased Premises. If the interest of Landlord under this Lease is transferred by reason of foreclosure or other proceedings for enforcement of any lien on the

Leased Premises, this Lease shall continue and Tenant will attorn to and recognize the transferee ("Purchaser") under the terms and conditions of this Lease for the balance of the remaining Lease term, including any extensions or renewals, with the same force and effect as if the Purchaser were Landlord under this Lease. Such attornment shall be effective upon Tenant's and Purchaser's execution of a Nondisturbance and Attornment Agreement in a form substantially similar to the Agreement attached hereto as Exhibit D. The respective rights and obligations of Tenant and Purchaser upon the attornment, to the extent of the then remaining balance of the Lease term (including any extensions and renewals), will be and are the same as those set forth in this Lease. Tenant shall have the right to terminate this Lease by giving Landlord sixty (60) days prior written notice, if Landlord fails to provide Tenant with an executed form of Nondisturbance and Attornment Agreement in a form substantially similar attached hereto to Exhibit D from all the current lienholders on the Leased Premises within sixty (60) days prior to occupancy by Tenant. Upon any such termination, Landlord shall reimburse Tenant all prepaid rental, and, thereafter, neither party hereto shall have any further rights or obligations to the other under this Lease.

8.02. Estoppel Certificate.

8.02(a). Obligation. Either party ("Answering Party") shall from time to time, within ten (10) business days after receiving a written request from the other party ("Asking Party"), execute and deliver to the Asking Party a written statement. This written statement, which may be relied on by the Asking Party and any third party with whom the Asking Party is dealing will certify, if true or applicable at such time:

- (i) Tenant is in possession of the Leased Premises;
- (ii) the condition of the Leased Premises is acceptable to Tenant;
- (iii) the Lease is unmodified and in full effect or in full effect as modified, stating the date and nature of the modification;
- (iv) whether to the Answering Party's knowledge the Asking Party is in default under this Lease or whether the Answering Party has any claims or demands against the Asking Party and, if so, specifying such default, claim, or demand;
- (v) the current month's rent has been paid, but is not, and shall not be, paid for more than one month in advance; and
- (vi) to other correct and reasonably ascertainable facts that are covered by the Lease terms.

8.02(b). Remedy. The Answering Party's failure to comply with its obligation in Subsection 8.02(a) above shall be a default under this Lease by the Answering Party.

8.03. Quiet Possession. Landlord warrants that it possesses or shall possess prior to the Commencement Date, good and clean title to the Building in which the Leased Premises are located and the Land, free and clear of all encumbrances. Landlord further warrants and agrees to defend the title to the Leased Premises and to reimburse and hold Tenant harmless from all damages and

expenses which Tenant may suffer by reason of any other encumbrance or restriction on, or defect in, such title. Landlord warrants that it has full right to execute and perform this Lease and to grant the leasehold estate demised herein. If there is no Tenant Default beyond the applicable cure period, and subject to the terms of this Lease, Landlord warrants that Tenant's peaceable and quiet enjoyment of the Leased Premises shall not be disturbed by anyone at any time during the Lease term because of acts or omissions of Landlord subject to the rights of any lender pursuant to the Nondisturbance and Attornment Agreement described in Subsection 8.01 (including any extensions or renewal thereof). Landlord covenants that the Project will be used only for business or professional offices and light retail uses.

SECTION 9 – LANDLORD'S RIGHTS

9.01. Covenants.

9.01(a). Covenants for the Building. Landlord represents and warrants that there are no covenants, recorded or unrecorded, with respect to the Leased Premises or Project. Landlord shall have the right to create covenants ("Covenants"), provided that the Covenants, in Tenant's reasonable belief, do not conflict with any provision of this Lease and do not negatively affect Tenant's use of the Leased Premises or Project

9.01(b). Conflict with Lease. If a Covenant issued under Subsection 9.01(a) above conflicts with or is inconsistent with any Lease provision, the Lease provision controls.

9.01(c). Enforcement. Landlord is responsible for another tenant's failure to observe the Covenants. Also, Landlord shall not unreasonably enforce the Covenants against Tenant.

9.01(d). Association Dues. In no event shall Tenant have any obligation whatsoever to pay any association dues or fees or other expenses related to maintenance, repairs, utilities, security and/or taxes of the Common Area(s) or otherwise.

9.02. Mechanic's Liens.

9.02(a). Discharge Lien. Tenant shall, within twenty (20) days after receiving notice of any mechanic's lien for material or work claimed to have been furnished to the Leased Premises on Tenant's behalf and at Tenant's request, except for work contracted by Landlord (including, without limitation, the Improvements):

- (i) discharge the lien; or
- (ii) post a bond equal to the amount of the disputed claim with companies reasonably satisfactory to Landlord.

If Tenant posts a bond, it will contest the validity of the lien. Tenant shall indemnify, defend, and hold Landlord harmless from losses incurred as a result of such liens.

9.02(b). Landlord's Discharge. If Tenant does not discharge such lien or post the bond within the twenty (20) day period, Landlord may pay any amounts, including interest and reasonable attorney's fees, to discharge such lien. Tenant shall then be liable to Landlord

for the amounts paid by Landlord and shall reimburse Landlord immediately upon written demand thereof.

9.03. Right to Enter.

9.03(a). Permitted Entries. Landlord shall have the right, at all reasonable hours with reasonable prior notice of at least twenty-four (24) hours, to enter the Leased Premises for the following reasons:

- (i) inspection, cleaning, or making repairs;
- (ii) making such alterations or additions as Landlord may deem necessary or desirable;
- (iii) installation of utility lines servicing the Leased Premises;
- (iv) determining Tenant's use of the Leased Premises or any other space in the Project; or
- (v) determining if a Tenant Default has occurred.

At any reasonable time during the last six (6) months of the Lease term, Landlord, its agents, and its representatives shall have the right to enter the Leased Premises during Tenant's business hours, without notice to Tenant, for the purpose of showing the Leased Premises and shall have the right to erect on the Leased Premises a suitable sign indicating the Leased Premises are available for lease. Tenant shall arrange to meet with Landlord for a joint inspection of the Leased Premises promptly after Tenant vacates the Leased Premises. Notwithstanding anything herein to the contrary, at any time during this Lease, Landlord may enter the premises without notice to Tenant in the event there is a life safety threat to the occupants of the Building or an emergency in which immediate entry is required to avoid damage to the Building.

9.03(b). Entry Conditions. Notwithstanding anything to the contrary in Subsection 9.03(a) above, entry is conditioned upon Landlord:

- (i) promptly finishing any work for which it entered; and
- (ii) causing the least possible interference to Tenant's business.

9.03(c). Interference with Tenant. Notwithstanding anything to the contrary in Subsections 9.03(a) and (b) above:

- (i) if Landlord's entry materially and substantially interferes with the conduct of Tenant's business (and the entry was not required because of Tenant's negligence or willful misconduct), the Base Rent will abate in proportion to the extent of the interference; and

- (ii) if Landlord causes damage to Tenant's property, Landlord will be liable for any damage to the extent the damage is not covered by Tenant's insurance.

9.04. Holdover. If Tenant continues occupying the Leased Premises after the Lease term ends ("Holdover") then Tenant shall have a month-to-month tenancy, terminable on thirty (30) days advance notice by either party, unless otherwise agreed in writing by both parties. All of the terms and provisions of this Lease shall remain enforceable during the Holdover, except that Tenant shall pay one hundred and twenty-five percent (125%) of the Base Rent in the last year of the Lease and other Additional Rent owing under the Lease for the term of the Holdover. No Holdover, whether with or without consent of Landlord, shall operate to extend this Lease, except as otherwise expressly agreed by the parties.

9.05. Permitted Signs. No sign, advertisement, or notice (collectively "Signs") will be displayed, painted or affixed by Tenant on any part of the (I) Project or Building in which the Leased Premises are located, (II) parking facilities, or (III) other portion of the Leased Premises visible from outside of the Leased Premises, without Landlord's prior written consent, which consent will not be unreasonably withheld or delayed. The color, size, character, style, material, and placement of any Signs as illustrated in Exhibit E attached hereto and made a part hereof are hereby approved by Landlord. Tenant shall comply with any applicable governmental laws, ordinances, regulations, recorded restrictions, and covenants, conditions and restrictions in the placement of the signs. Landlord warrants that none of the Covenants shall interfere with the Tenant's ability to install the signs illustrated in Exhibit E. Signs on doors, buildings, and entrances to the Leased Premises, as approved by Landlord, shall be placed thereon by a contractor and paid for by Tenant. Tenant shall remove all such Signs at the termination of this Lease. The installation and removal of each Sign will be made in such a manner as to avoid injury or defacement of the Project and other improvements, and Tenant, at its sole expense, shall repair any such injury or defacement.

SECTION 10 – OPTION TO EXTEND AND RIGHT OF FIRST REFUSAL

10.01. Option to Extend.

10.01(a). Option. Tenant may extend this Lease for a period of five (5) years ("Extension Term") beginning immediately after the Lease term, upon the same terms and conditions of the Lease, except that:

- (i) The Lease term shall extend for an additional five (5) years.
- (ii) The Base Rent for the option period shall be the then prevailing market rate, to be determined as follows: Landlord and Tenant shall each hire an appraiser to determine the fair market rental rate. The appraisals shall be completed and exchanged within forty-five (45) days after notice by Tenant to Landlord that it will be exercising its option to extend the term of the Lease. If the appraisal values are less than or equal to ten percent (10%) apart, they shall be averaged to determine the fair market rental rate. If the two appraisal values are greater than ten percent (10%) apart, the two appraisers shall choose a third appraiser, and such third appraiser shall provide his or her fair market rental rate within forty-five (45) days of the third appraiser's selection. The three appraisal values shall then be averaged to determine the fair market rental rate. The determination of the fair market rental rate by each appraiser

shall take into account all relevant factors, including allowances, operating expenses, brokerage commissions and other applicable factors. To be consistent with the Lease, the fair market rental rate determined by each appraiser shall consist of a gross base rental rate (which shall include all operating expenses, and real estate taxes, but not the cost of utility and janitorial services) and a fair market tenant improvement allowance for the five-year renewal term. Landlord and Tenant shall pay the fees of their respective appraisers and share equally the fees of the third appraiser if necessary. All appraisers must be MAI certified, licensed in the State of Iowa, and have no less than five (5) years experience appraising commercial real estate in the greater Cedar Rapids, Iowa area.

- (iii) The option to extend shall be deleted (Subsection 10.01).

10.01(b). Conditions. To exercise this option to extend Tenant must:

- (i) not be in default under this Lease beyond the applicable cure period at the time it exercises the option to extend; and
- (ii) give notice to Landlord that it is exercising its option to extend at least one hundred eighty (180) days before the Lease term ends.

SECTION 11 – MISCELLANEOUS

11.01. Broker's Warranty. The parties warrant that NAI Iowa Commercial Realty and its brokers Kirk Hiland (on behalf of Landlord) and David S. Drown (on behalf of Tenant) are the only brokers they dealt with in regard to this Lease. The party who breaches this warranty shall defend, hold harmless and indemnify the nonbreaching party from all costs, expenses, and/or liability arising from the breach. Landlord is solely responsible for paying the commissions due to NAI Iowa Commercial Realty, and its brokers Kirk Hiland and David S. Drown, and any other commissions due to any other broker. All commissions will be paid by Landlord ½ upon execution of this Lease and ½ upon Tenant's occupancy of the Leased Premises.

11.02. Notices. All notices required or permitted to be given under the provision of this Lease shall be in writing (unless otherwise specified) and shall be deemed duly given, if sent by certified mail, registered mail, or nationwide overnight delivery service, postage prepaid, and, pending written notice to the other of a different address, addressed as follows:

- (i) If to Tenant:

ITT Educational Services, Inc.
13000 North Meridian Street
Carmel, Indiana 46032-1404
Attention: Director of Real Estate

(ii) If to Landlord:

Summerfield, L.L.C.
PO Box 10616
Cedar Rapids, IA 52410-0616

11.03. Place of Payment. All payments required hereunder to be made by Tenant to Landlord shall be sent to Landlord at the address set forth above, or any other address Landlord may specify from time to time by prior written notice delivered to Tenant. All payments required hereunder to be made by Landlord to Tenant shall be sent to Tenant at the address set forth above, or at any other address Tenant may specify from time to time by prior written notice delivered to Landlord.

11.04. Partial Invalidity. If any Lease provision or its application is invalid or unenforceable, the remainder of this Lease shall not be impaired or affected and shall remain binding and enforceable.

11.05. Waiver. The failure of either party to exercise any of its rights hereunder is not a waiver of those rights. A party waives only those rights specified in writing and signed by the waiving party.

11.06. Binding on Successors. This Lease is binding on, and inures to the benefit of, the parties and their respective heirs, successors, representatives, and permitted assigns.

11.07. Governing Law. This Lease is governed by the laws of the State of Iowa.

11.08. Lease Not an Offer. This Lease is not an offer to lease and will not be binding unless signed by both parties and an originally signed counterpart is delivered to Tenant by

April 8, 2009

11.09. Recording. Recording of this Lease is prohibited except as allowed in this Subsection
11.09. At the request of either party, the parties shall promptly execute and record, at the cost of the requesting party, a short form memorandum in a form acceptable to each of the parties hereto.

11.10. Survival of Remedies. The parties' remedies will survive this Lease's termination, but only if the termination is caused by a Tenant Default or a Landlord Default.

11.11. Authority of Parties. Each party warrants that it is authorized to enter into this Lease, that the person signing on its behalf is duly authorized to execute this Lease, and that no other signatures are necessary.

11.12. Business Day. Business days means Monday through Friday, inclusive, excluding holidays recognized by either Tenant or Landlord. Throughout the lease, wherever "days" are used the term will refer to calendar days. Wherever the term "business days" is used, the term will refer to business days.

11.13. Captions. The captions inserted in this Lease are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Lease or any provision hereof.

11.14. Time. Time is of the essence in the performance of all obligations contained in this Lease.

11.15. Counterparts. This Lease may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original, but all such counterparts together will constitute only one instrument.

11.16. Entire Agreement. This Lease contains the entire agreement between the parties about the Leased Premises and Project, and there are no verbal representations, warranties, understandings, stipulations, agreements, or promises pertaining to this Lease that are not incorporated herein. Except for the Covenants for which Subsection 9.01 controls, this Lease may be amended only by a writing signed by both parties.

11.17. Definition of Lease. This Lease consists of the following:

- (i) Title Page;
- (ii) Table of Contents;
- (iii) Sections 1 through 11;
- (iv) Signature Page; and
- (v) Exhibits A through E.

11.18. Title Search. Tenant shall have the right to order a title search and to pay for standard leasehold title insurance on the Building in which the Leased Premises are located. If such title search shows that Landlord does not own and/or control the Building in which the Leased Premises are located, or reveals an encumbrance or impediment to the granting of this Lease, Tenant may, within thirty (30) days after receipt of such search, cancel this Lease immediately without penalty by giving Landlord written notice of cancellation; however, prior to the effectiveness of the cancellation, Tenant must notify Landlord in writing of said defect in title and allow Landlord sixty (60) days to cure said defect. Tenant's written notice of cancellation shall immediately cancel all of Tenant's obligations whatsoever under this Lease.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE
PAGE TO FOLLOW]**

IN WITNESS WHEREOF, Tenant and Landlord, by their duly authorized representatives, have caused this Lease to be executed all as of the date first above written.

"Landlord"

SUMMERFIELD, L.L.C.
an Iowa limited liability company

By: [Signature]

Print Name: DENNIS STEVENSON

Title: Managing Member

"Tenant"

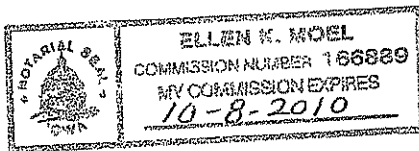
ITT EDUCATIONAL SERVICES, INC.,
a Delaware corporation

By: [Signature]

Kevin M. Modany, President and CEO

STATE OF IOWA, COUNTY OF IOWA, SS:

The foregoing instrument was acknowledged before me on this 1st day of April, 2009, by DENNIS J. STEVENSON, personally known by me, as the Managing Member of Summerfield, L.L.C., an Iowa limited liability company, on behalf of said company.



Ellen K Moel

Notary Public

STATE OF INDIANA, COUNTY OF HAMILTON, SS:

The foregoing instrument was acknowledged before me on this 25th day of March, 2009, by Kevin Modany, personally known by me, as the CEO and President of ITT Educational Services, Inc., a Delaware corporation, on behalf of said corporation.



NOTARY PUBLIC SEAL
STATE OF INDIANA
DENISE R. DISNEY
MY COMMISSION
EXPIRES 11-28-2016

Denise R. Disney
Notary Public

This is a detailed floor plan of a building, likely a school or office. The plan shows a central corridor system with various rooms and equipment labeled. Key areas include:

- Top Section:** Multiple rooms labeled "THEORY" and "COMPUTER LAB". There is also a "CLUB" and a "PRINTING INTERSECTION".
- Left Side:** A large room labeled "COMPUTER" with a "PRINTER" and "BOOKSHelves". Below this is a "TV LOCATION" and a "PAINT ACCENT COLOR".
- Center:** A large open area labeled "OPEN TO DECK". To the right of this is a "DISPLAY" and a "BOOKSTORE".
- Right Side:** A large room labeled "LOBBY" with a "TV LOCATION". To the right of the lobby are several smaller rooms labeled "DOF", "REG", and "REDS".
- Bottom Section:** A large room labeled "INSTRUCTORS" with a "CD-ROM LAB" and a "STAFF LOUNGE". There is also a "FILE ROOM" and a "TESTING" area.

The plan includes numerous small details such as doors, windows, and furniture, providing a comprehensive view of the building's layout.

EXHIBIT A CONTINUED

Architectural and Construction Requirements and Specifications For 3735 Queen Court SW Cedar Rapids, Iowa

The specifications below are intended to supplement the general specifications provided in the space plans provided by ITT Educational Services, Inc., ("Tenant") and the architectural drawings. Landlord to incur expense of all items noted herein unless specified otherwise.

Exterior:

1. 8 parking spaces for every 1,000 rentable square feet. Each parking space to be minimum of 9' wide.
2. 4 visitor parking spaces to be marked with "Visitor."
3. 400 sq. ft. of concrete pad for Outdoor Lounge. This concrete pad must be located in rear of building at or near student entrance.
4. ADA compliant parking: 6/200, 8/250 and/or must meet or exceed all local and state code requirements. 50% of ADA parking at student entrance and 50% of ADA parking at visitor entrance.
5. High quality asphalt for parking area.
6. Concrete sidewalk and curbing. ADA compliant ramps in front (visitor) and rear (student entrance) of building.
7. Exterior lighting must meet or exceed a maintained minimum lighting level of 1 foot-candle on the paved surface. There should be a maintained average FC level between 3 and 4FC on the paved areas and average to minimum ratio should not exceed 4:1. Site lighting will utilize Pulse Start Metal Halide source and full cut-off luminaries (LSI Lighting - GFR Series), Dark Bronze Finish.
8. Fire hydrant near front of building per city code.
9. Landscape plan (with ample trees and bushes and perimeter of building to be sod and remainder seeded) required for approval by Tenant.
10. Six (6) bollards with lights at front entrance. LSI Lighting BVRD Series by 42" height, Bronze.
11. Irrigation system.

Shell:

1. Building shell: Concrete slab on grade
2. Roof Structure: 9 1/2 " Zee purlins. The roof will be MR-24 standing seam roof concealed clips. Also included shall be PSK batt insulation in the roof with an R-28 insulating value.
3. Fiberglass batt insulation will be used to meet Title 24: R-28 on the ceiling and R-19 in the exterior wall and at toilet walls where required.

4. Colors and Materials: Brick will be reddish tone. Exterior window frames will be bronze or aluminum.
5. Four non-freeze water hydrants with one on each exterior wall.
6. A sample of exterior finishes must be submitted to Tenant:
 - Paint colors
 - Brick type and color
 - Glass type and color
 - Door, window and frame type and colors
7. HVAC units on roof, positioned or screened and not to be an "eyesore".
8. Electrical for three signs – one monument sign in front yard and one set of channel letters on the north and south building facades.
9. Double pane insulated glass with UV protection and aluminum construction. Bottom of exterior glass will be approximately 30 inches above finish floor.
10. Address on front of building.

Interior Walls:

1. Unless otherwise noted or keyed on floor plan all walls to be Type 1 with 3 5/8", 25 gauge galvanized metal studs at 16" on center with 5/8" type X gypsum board each side. Fill wall with sound attenuation blankets into each stud cavity. Extend wall assembly to 6" above ceiling. Brace assembly to deck every 4' with sheet metal screws. Insulate two feet (2' 0") on both sides of walls above ceiling line.
2. File storage room to be 1-hour (60-min) fire rated with 1-hour (60-min) fire rated door with label on door.
3. Folding partition to be Hufcor 632 Paired, STC #47, Mikado Ecru #257 color, Gray trim. See spec sheet for details.
4. Paint on gypsum drywall:

Hallways, Classrooms and Offices - 1st Coat (Primer): Pittsburgh Paints Speedhide Interior Latex Wall Primer (6-2) @ 1.1 mils dft
 2nd and 3rd Coat: Pittsburgh Paints Speedhide Interior Eggshell (6-411 Series) @ 1.2-1.5 mils dft per coat, Color: PNT-1 #1165 ITT Subtle Sage
CONTACT: Mike Manetta at Pittsburgh Paints 317-870-0351, ext. 611 for National Acct. information. (See pages 13 – 16 for detailed contact information.)

Internet Café Vending Area - 1st Coat (Primer): Pittsburgh Paints Speedhide Interior Latex Wall Primer (6-2) @ 1.1 mils dft
 2nd and 3rd Coat: Pittsburgh Paints Speedhide Interior Eggshell (6-411 Series) @ 1.2-1.5 mils dft per coat, Color: PNT-7 #6165 ITT Connected Grey
CONTACT: Mike Manetta at Pittsburgh Paints 317-870-0351, ext. 611 for National Acct. information. (See pages 13 – 16 for detailed contact information.)

Internet Café Accent Wall - 1st Coat (Primer): Pittsburgh Paints Speedhide Interior Latex Wall Primer (6-2) @ 1.1 mils dft

2nd and 3rd Coat: Pittsburgh Paints Speedhide Interior Eggshell (6-411 Series) @ 1.2-1.5 mils dft per coat, Color: PNT-8 #212-6 ITT Yarrow
CONTACT: Mike Manetta at Pittsburgh Paints 317-870-0351, ext. 611 for National Acct. information. (See pages 13 – 16 for detailed contact information.)

Restrooms – Same as just above (1, 2 & 3 coats)
Color for walls: 1158 ITT Oyster White (satin finish)
Color for ceiling: 1900 ITT Luminous White (flat finish)

Whiteboard Trim - Same as just above (1st & 2nd coat) Color: #1217 ITT Blue Blazer (semi-gloss)

Ferrous Metal Interior Door and Interior Window Frames -
1st Coat: PPG Pitt-Tech DTM Industrial Enamel Primer (90-712 Series) @ 2.0 to 3.0 mils dft per coat
2nd Coat: PPG Pitt-Tech DTM Industrial Enamel Satin (90-474 Series) @ 2.0-3.0 mils dft per coat, Color: #1159 Cityline on all frames. EET Lab & CJ Lab frame to be 1007 Black Tie on interior side of room.

Wood Chair Rail -

1st Coat: Pittsburgh Paints Speedhide Interior Latex Wall Primer (6-2) @ 1.6 mils dft
2nd Coat: Pittsburgh Paints Pure Performance Interior Semi-Gloss Enamel (9-500) @ 1.3 – 1.7 mils dft
Colors: #1159 ITT Cityline in all areas except EET Lab & CJ Lab.
Colors: #1007 ITT Black Tie in EET Lab & CJ Lab.

5. Wallcovering:

Lobby Walls -

2DLC 09, 20 oz., type II, 54" wide
CONTACT: Christie Petersen at D. L. Couch at 800-433-0790 for National Acct. information. (See pages 13 – 16 for detailed contact information.)

Lobby Accent Columns -

2DLC 23, 20 oz. type II, 54" wide

Walls below Chair Rail in Student Corridors -

2DLC20, 20 oz., type II, 54" wide

6. Whiteboards: Landlord shall provide and install Best-Rite 202a Series 4' x 8' whiteboards with narrow profile extruded aluminum trim and aluminum pen/marker tray with radius safety corners as follows: two (2) in all theory classrooms and labs and three (3) in largest computer lab. **EMAIL** emarkham@moorecoinc.com for quotes. **CONTACT:** Chris Markham at Best-Rite at 800-749-2258 ext 256 with questions or concerns. (See pages 13 – 16 for detailed contact information.)

Doors, Hardware and Interior Windows:

1. All doors shall be of maple wood and solid core construction (3' x 7' x 1'-3/4").
Finish - clear factory finish.
2. All maple doors to have heavy-duty hinges. Type: Hager Five Knuckle Full Mortise hinge. (Finish to match Schlage #613 oil rubbed bronze.)
3. Exit doors receive Von Duprin Panic Hardware, including panic bar and alarm.
4. All classrooms and Instructors Area to have Hager heavy-duty push/pull hardware with Schlage deadbolt locks (inside latch, outside key-lock). LCN '4000' Series Closers. (Finish to match Schlage #613, oil rubbed bronze.)
5. All other doors to have Schlage D Series lever set hardware. Style: Sparta.
Finish: 613, oil rubbed bronze
6. All classrooms and Instructors Area to have Hager kickplate on both sides of door. (Finish to match Schlage #613, oil rubbed bronze) size 34"x8".
7. All doorstops need to be wall mounted Hager - concave wall stops.
8. All doorstops for reverse-handed doors which open into corridors need to be floor mounted Hager.
9. All metal doors to be painted - see door finish schedule.
10. All doors to be lockable except restrooms. See District Manager for keying instructions.
11. All steel metal door frames to be Steelcraft with welded corners with door/window sidelight combination. Classrooms, offices and conference rooms to have 24" sidelight windows.
12. All metal door/window frames to be painted. See door finish schedule.

Ceiling:

1. Ceiling height:
Administrative areas shall be 10'0".
Student areas including corridors, classrooms, labs and restrooms, shall be 10'0".
Lobby shall be 12'0"
Internet Café to be open to roof deck with black paint finish.
2. Ceiling grid:
Armstrong Prelude 15/16" Peakform White exposed tee grid with hot dipped galvanized coated steel and intermediate duty rating. Set for 2' x 4' ceiling tiles.

CONTACT: Phyllis Miller at Armstrong at 1-800-442-4212 for National Acct. information. (See pages 13 - 16 for detailed contact information.)

3. Ceiling tiles:
Director's Office and Main Conference Room - 2' x 2' x 5/8" Tile Armstrong #1774 Dune Tegal Pad edged detail with Humiguard Plus performance.
All Other Areas - 4' x 2' x 5/8" Tile Armstrong #1776 Dune Tegal edged detail.
4. Lobby:
Drywall ceiling with two squared areas dropped three inches (3") from top of ceiling.
See detailed drawing. Color: #1900 ITT Luminous White (flat finish)

5. Drywall bulkhead at main corridors. 5" wide by 4" in Ht. – necessary to maintain center line for ceiling grid. Color: #1900 ITT Luminous White (flat finish)
6. Student Corridor Intersections:
Provide coffered drywall ceiling at student corridor intersections. 8" wide soffit to be at 116" AFF with interior drywall ceiling at 132" AFF. Light fixture to be Pathway Recessed Pendant through Russ Miller at CBMC. *Please confirm that ceiling heights can be obtained.* Color: #1900 ITT Luminous White (flat finish)

Lighting:

1. General guidelines – one 2' x 4' fixture for every 100 sq. ft. of space for all usable square feet in order to achieve a light level of 80 foot candles maintained avg. @ 3' above finished floor.
2. All fixtures to be installed as follows:
Lobby – Fourteen (14) canned light fixtures. Also, ten (10) LSI eight foot (8') sections with (4) hub connectors. LSI Model # LFP 8 232 SSO10 D UE LM ITT RM to be stem mounted at hub connectors for power feeds. (Hub connector) LFP CK ITT RM
Corridors and Computer Labs – LSI Premium Grade 2' x 4' parabolic Model #N2PG 18 332 FD SSO10 UE LM RM. Electronic ballast, three T8 bulbs.
Student Corridor Intersections – Pathway Recessed Pendant # 6HF226QE4X/ 6HF2SCLPFX/SG14C2R2SN-RM with two 26 watt CFL lamps.
Internet Café – Coventry Architectural Series P2C pendant, Aviation cable/coiled 10' black cord, A23-200 watt incandescent, DL12 clear domed acrylic lens.
Director's Office and Main Conference Room – LSI Premium Grade 2' x 2' parabolic Model #N2PG 9 232 FD SSO10 UE LM RM. Electronic ballast, two T8 bulbs.
EET Labs – 8' long LSI Model # LDI 8 PL 332 SSO10 D CBC UE LM ITT RM pendant mount direct/indirect lamps with "CBC" camera black finish; or 12' Long LSI Model # LDI 12 PL 332 SSO10 D CBC UE LM ITT RM pendant mount direct/indirect lamps with "CBC" camera black finish.
This lighting to be stem mounted at ends for feed points, aircraft cable at other suspension locations, 15" suspension on 9' ceilings and 21' suspension on 10' ceilings, and provide joiners and end caps for complete run.
CONTACT: Russ Miller at CBMC, Inc. at 317-780-8350, EMAIL rmiller@cbmcinc.com for National Acct. information. (See pages 13 – 16 for detailed contact information.)
All Other Rooms – LSI Specification Grade Model # LA 332 SD SSO10 UE LM RM 2 x 4, acrylic lenses, Electronic ballast, three T8 bulbs.
3. All classrooms (including labs) to get white eyeball can lights Model # TC4/EB450 w/50Par20 lamp. To be installed within ceiling approximately two and a half feet (2.5') from wall and to allow for light to shine at center height of whiteboard. Install three (3) per whiteboard spaced evenly.
4. All classrooms, including labs, to have dual switches. Each switch will control 50% of the light fixtures in these rooms and be grouped into front half and rear half of the room.
5. Can light fixtures to be switched separately.
6. Can fixture – Two (2) in display cabinet. See section on Millwork.
7. Can fixture in vestibule, front entrance and student entrance.

8. Three (3) can fixtures required in soffit at front entrance and student entrance at rear of building.
9. Refer to reflected ceiling plan for locations of all lighting fixtures.

Electrical:

Breaker Boxes/Outlets:

1. All circuit breaker boxes shall be located and concealed in the Electrical Room.
2. All EET labs shall have one (1) red-colored mushroom type emergency cut-off switch.
3. All EET labs shall have eight (8) dedicated circuits and eight (8) 110 volt quad outlets (4 outlets per circuit). Outlets will be at or below desk height along perimeter walls and shall have own sub panel. Refer to ITT space plan. Final locations subject to Tenant review.
4. Each computer lab to have minimum of fourteen (14) circuits and minimum of fourteen (14) 110 volt quad outlets. Tenant will connect four (4) computers to each circuit. Outlets will be at or below desk height on perimeter walls. Refer to ITT space plan. Final height and location subject to code and Tenant review.
5. Combo Lab to have eight (8) quad receptacles.
6. Each theory room to have two (2) circuits and four (4) 110 volt duplex outlets (4 outlets per circuit).
7. All classrooms to have 110 volt duplex in ceiling tile 10' (and 1' off center) from front center of whiteboard.
8. Reps office to have 110 volt duplex above ceiling tile on center of room.
9. Instructors and Representatives open offices to have junction box with 20' of slack for each data drop at that location. Slack is provided for use in systems furniture provided by ITT/ESI.
10. Each office to have one (1) circuit and three (3) 110 volt duplex outlets (3 outlets per circuit).
11. All outlets and covers and switches and switchplate covers to be white.
12. All classrooms to have 110 volt duplex outlet (white) set at 9'-0" AFF from front of room. Front of room will include a clock, eye ball light fixture and white boards.
13. Internet Café to have 110 volt duplex outlet at 96" AFF. TV to be provided and mounted (see Floor Plan for location and size).
14. Tenant's space to be separately metered.
15. All classrooms to have 110 volt duplex outlet at 96" AFF in corner of room for TV. TV to be provided Tenant and mounted by Landlord.
16. Lobby to have 110 volt duplex outlet at 96" AFF in corner of room for TV. TV to be provided by Tenant and mounted by Landlord.
17. Instructors Office to have one (1) 220 volt outlet for copier/printer/scanner (see Floor Plan for location).
18. LRC to have one (1) 115 volt outlet (see Floor Plan for location).

HVAC System:

Use the following criteria, as basis to determine HVAC requirements or as required by code:

The HVAC system will be designed to maintain the following conditions. Mechanical Engineer will use this as a guideline in analyzing a system. Refer questions to Tenant's Facilities Planner.

1. 70°-72° F drybulb temperature in winter with relative humidity range within 10 to 60%.
2. 73°-75° F drybulb temperature in summer with relative humidity range within 20 to 65%.
3. Each classroom and Instructor Area shall have a separate dedicated unit (not applicable if using VAV system).
4. Operational from 7:00 a.m. to 10:00 p.m. Monday through Sunday.
5. Outdoor fresh air based on minimum of 15-20 CFM per person unless otherwise directed by code.
6. All thermostats to have LED display with lockout capability and lock box.
7. One thermostat per classroom, Director's office, administrative hallway, LRC, and instructor area.
8. The HVAC system shall be rooftop packaged constant air heating and cooling units. The Leased Premises shall be served by a minimum of sixty (60) tons of HVAC along with a minimum of thirty (30) VAV boxes.
9. Notwithstanding the foregoing, Landlord will complete all HVAC work to accommodate 250 people at any given time, including but not limited to, all distribution downstream from the rooftop units, supply and returns, air duct drops, ductwork, diffusers, thermostats and air balancing by an independent vendor.

Plumbing and Restrooms:

1. Restrooms shall meet or exceed all local and state ADA codes.
2. Institution quality plumbing fixtures are to be used to handle extreme use. Provide industrial quality automatic flush valve, chrome finish.
3. Provide a floor drain in each restroom.
4. Provide one janitor closet with mop sink and faucet.
5. Provide barrier free two (2) spout water fountain in corridor ELKAY #EZSTL8C.
6. Staff kitchen to have stainless steel sink – ELKAY #CR3322, 4 hole
Faucet – Delta 2400 Classic Series, see specification
Disposal – In Sink Erator, LC-50-light commercial model
7. Sink for conference room - Elkay LR-2022 Stainless steel.
Faucet – Delta 2100-HDF, see specification
8. Restrooms to have 4 1/4" x 4 1/4" glazed ceramic tile on all exposed walls to 6' 0".
Satin paint to be applied to wall above tile. See section on Interior Walls for specifications.
9. Tile Specifications – See section on Flooring.
10. Toilets – American Standard, Afwall elongated flush valve toilet, barrier free 2257-103 top spud-wallmount. Color: White.
Flush Valve: Zurn – AquaSense AV Model – Exposed ZER6000AV-CPM. Sensor operated battery powered flush valve for water closets. WS-1, 1.6 gal. low consumption.
11. Toilet Seats – Bemis commercial plastic seat 1955C with stainless steel posts.
12. Urinals - American Standard, Washbrock flush valve urinal, barrier free 6501.010 top spud. Color: White.

- Flush Valve: Zurn – AquaSense AV Model, Exposed ZER6003AV, CP Model, sensor operated battery powered flush valve, Er ¾” urinals WS-1, 1.0 gal. low consumption.
13. Faucets for restrooms – Zurn 26919 AquaSense “A” battery powered lavatory faucet. Vandal resistant aerator.
 14. Sinks for restrooms - American Standard, Aqualyn countertop lavatory, 0476.028, 4” centers, color white, 1 ¼” trap.
 15. Countertop – Corian solid surface – Style: Prairie(E).
 16. Counter Supports – Style: Wilsonart Laminate – D478-60 Amazon.
 17. All restroom accessories should be stainless steel. ASI, American Specialties, Inc.
 - Lavatory mounted soap dispenser – 0332-D, 6” long spout.
 - Recessed paper towel dispenser and waste receptacle – 0469.
 - Recessed sanitary napkin disposal – 0473
 - Partition mounted dual access sanitary napkin disposal – 0472.
 - Recessed dual sanitary napkin/tampon dispenser – 0468.
 - Surface mounted – jumbo roll toilet tissue dispenser – 0040.
 - ASI stainless steel grab bars.
 - Mirror with frame. 3100 0600 – ¼” thick plate mirror. 18-8, 304 stainless.
 18. Toilet room partitions – Accurate, Concord Series #920 Almond, concealed latch with ADA paddle handle.
 19. Plumbing is required for two vending machines, one with hot beverages and one with cup dispenser for cold drinks. Provide a recessed T-valve at water line with 3/8” flex tubing and a 3/8” flare shut-off valve.

Flooring:

Lobby, Admin. Offices,
Admin. Corridors, LRC Theory
Classrooms & Computer Labs -

Patcraft Commercial Carpet. Splash I0060
Color 60605 Swan Dive

CONTACT: Bill Cothran at Patcraft at 1-800-713-6697,
ext. 5225 for National Acct. information. (See pages 13 –
16 for detailed contact information.)

Lobby Vestibule and Student
Entrance Vestibule -

Daltile Quarry Textures 6” x 6” Quarry Tile, Ashen Grey
0T03 and Adobe Brown 0T05 (See Floor Detail for tile
pattern). Grout: Mapei Classic Collection 05 Chamois

CONTACT: Christine Stull at 800-472-9837 for National
Acct. information. (See pages 13 – 16 for detailed contact
information.)

Rest Rooms -

Floor -
Daltile ceramic floor tile Nero 806 rocky mountain
ColorBody porcelain 6” x 6” (field)
Daltile ceramic floor tile Grigio 804 rocky mountain
ColorBody porcelain 6” x 6” (accent)
Grout: Mapei Ultracolor #47 Charcoal (floor only)

Walls -

Tile to be 17 courses high, with pattern
Daltile ceramic wall tile 0135 Almond 4 1/4" x 4 1/4" (field)
Grout: Mapei Ultracolor #14 Biscuit (walls only)
Base: 4 1/4" x 6", bullnosed top

Rest Rooms (continued) -

Accent Border on Walls -
Daltile ceramic wall tile 1452 Cypress 4 1/4" x 4 1/4" (accent)
Daltile ceramic wall tile K189 Navy 4 1/4" x 4 1/4" (accent)
Daltile ceramic wall tile trim shapes A3401 & S4449
Grout: Mapei Ultracolor #14 Biscuit (walls only)
Install accent border 2 courses deep at 12 courses from
finished floor

Student Corridors, Staff
Lounge, Copy/Mail, Server,
File Room, Storage and
Internet Café -

Armstrong Stonetex VCT #52143, 12" x 12" x 1/8."
CONTACT: Kathleen Bultman at Armstrong at 800-
356-9301, ext. 8588 for National Acct. information. (See
pages 13 – 16 for detailed contact information.)

Student Corridors,
Staff Lounge, Copy/Mail
and Internet Café -

Armstrong Stonetex VCT #52139, 12" x 12" x 1/8"
(See Floor Detail for accent tile pattern)

Student Corridors,
Staff Lounge, Copy/Mail
and Internet Café -

Armstrong Stonetex VCT #52155, 12" x 12" x 1/8"
(See Floor Detail for accent tile pattern)

Student Corridors,
Staff Lounge, Copy/Mail
and Internet Café -

Armstrong Stonetex VCT #52153, 12" x 12" x 1/8"
(See Floor Detail for accent tile pattern)

EET Lab & CJ Lab -

Armstrong Stonetex VCT #52127, 12" x 12" x 1/8"
(Note: See Floor Detail for accent tile pattern)

EET Lab -

Armstrong Stonetex VCT #52144, Black 1, 12" x 12" x
1/8"

(Note: All VCT Flooring to be cleaned and to receive 2 coats of wax per manufacturer
recommendations)

All areas (except EET Lab
& CJ Lab) -

Armstrong Integrated Rubber Wall Base Color 06 Olivine,

4" rolls

EET Lab & CJ Lab -

Armstrong Integrated Rubber Wall Base Color 60 Jet Black,
4" rolls

Millwork:

1. Bookstore Pass-Thru - ¼" clear tempered glass with recessed finger grooves, and slide track and hardware with keyed lock. Pass-thru shelf to be plastic laminate Wilsonart #4657-60 Green Legacy with 2" self edge lip. Blocking required. Finished all sides. Refer to specification drawing. Check on Local and State codes.
2. Main Conference Room Cabinetry - Custom plastic laminate cabinets. Plastic laminate to be Wilsonart #7919-38 Amber Cherry. Full overlay doors with brushed chrome wire pulls. 1-½" self edge counter top with specified sink and faucetry.
3. Main Conference Room Countertop - Plastic laminate to be Wilsonart #4791-60, Willowstone. 1'-8" between top of counter and upper cabinets. Refer to floor plan for overall dimensions and specification drawing for laminate locations.
4. Staff Galley Cabinetry - Custom plastic laminate cabinets. Plastic laminate to be Wilsonart #7919-38, Amber Cherry. Full overlay doors with brushed chrome wire pulls. 1-½" self edge top with specified sink and faucetry.
5. Staff Galley Countertop - Bar height. Plastic laminate to be Wilsonart #4791-60, Willowstone. 1'-8" between top of counter and upper cabinets. Refer to floor plan for overall dimensions and specification drawing for laminate locations.
6. Copy Room Cabinetry - Custom plastic laminate cabinets. Plastic laminate to be Wilsonart #7919-38, Amber Cherry. Full overlay doors with brushed chrome wire pulls. 1 ½" self edge plastic laminate top. 1' 8" between top of counter and upper cabinets. Refer to floor plan for overall dimensions and specification drawing for laminate locations.
7. Copy Room Countertop - Plastic laminate to be Wilsonart #4791-60, Willowstone. 1'-8" between top of counter and upper cabinets. Refer to floor plan for overall dimensions and specification drawing for laminate locations.
8. CJ Lab Cabinetry - Custom plastic laminate cabinets. Plastic laminate to be Wilsonart #4674-60, Evening Tigris. Full overlay doors with brushed chrome wire pulls. 1 ½" self edge plastic laminate top. 1' 8" between top of counter and upper cabinets. Cabinets to be nine feet (9') in length. Refer to floor plan for overall dimensions and specification drawing for laminate locations.
9. CJ Lab Countertop - Plastic laminate to be Wilsonart #4669-60, Evening Tigris. 1'-8" between top of counter and upper cabinets. Counter to be nine feet (9') in length. Refer to floor plan for overall dimensions and specification drawing for laminate locations.

10. Restroom Countertops – Corian solid surface – Style: Prairie(E).
11. Internet Café Countertop & Learning Resource Center – Plastic laminate counter to be built into half wall. Laminate to be Wilsonart #4589-07 Smoky Topaz.
12. Miscellaneous Countertops – See spaceplan.
13. Display Cabinet - Three (3) adjustable shelves with ¼" tempered glass, and polished chrome brackets and standards. Inside on side walls of cabinet to be finished with drywall and painted. Doors to be clear tempered sliding glass doors with polished chrome bi-pass channel and locking guard. Plastic laminate sill and back of wall to be Wilsonart #4657-60 Green Legacy. Refer to specification drawing for all dimensions and electrical information.
14. Chair Rail – 1" x 4" wide solid poplar (paint grade) in student corridors. 1" x 6" wide solid poplar (paint grade) in all classrooms. Corners rounded as indicated in architectural drawing. Wood to be mounted with screws, plugged at screw holes, and sanded smooth. Install in Classrooms to the top at 34" and Student Corridors to the top at 36". Install on all four walls within classrooms. Paint per specifications under Interior Walls section herein.
15. Window Sills (if applicable) – Laminate to be Wilsonart #4657-60 Green Legacy.

Security/ Fire Alarm Systems:

1. Tenant to supply, install and pay for security systems (i.e. main security control panel & motion detectors). Main security control panel to be located in the Electrical Room.
2. Landlord to supply, install, and pay for components of the fire alarm system as follows:
 - a. All dedicated circuits, as required by Code and/or system design, which may consist of, but not be limited to a fire alarm panel, security alarm panel, and remote power supplies;
 - b. All conduit, if/as required by Code and/or system design, which may include, but not be limited to, fire alarm panels, security panels, remote power supplies, smoke/heat detections devices, manual pull stations, and notification appliances;
 - c. The installation of all Duct-Type Smoke Detectors, including their Remote Test Switches, their operating power and any hardware, software and motor interrupting wiring and connections needed to accomplish the air handler shutdown, as required by Code. The Tenant's Vendor will provide relay contacts, whose contact rating is 24 VDC in the event that the Code requires said devices be connected into the building's fire alarm system; and

- d. The installation of all Code required sprinkler suppression system alarm and supervisory devices, which may include, but not be limited to, tamper switches and water flow detection switches.

State and/or locally adopted codes will prevail.

The Tenant's vendor of choice is ADT. Questions may be referred to Nancy Colone, National Accounts Manager for ADT Security Services at 317-816-2403.

Vending: (also refer to Plumbing notes)

Install six (6) twenty (20) amp dedicated outlets where vending outlets are designated unless additional outlets are shown on the plan.

Phone System:

1. Tenant's vendor to supply all telephone cabling, cover plates and terminations. Landlord shall provide ring and string only at outlet locations, including Phone Room.
2. A separate lockable area (Phone/Elec/Mech Room) is to be provided for the phone equipment. This area is to be provided with a cooling duct and adequate ventilation to promote equipment life and proper operation.
3. Install four (4) AC outlets (one to be dedicated with #6 ground to plug into phone switch on phone board) in Phone/Elect/Mech Room.
4. Two ¾" sheet of 4' x 8' plywood in Phone/Server Room.
5. Bring 4" phone utility conduit from street to Tenant's Phone/Server Room.

Data:

Computer Labs - All computer labs with the data designation need to have 1" conduit with a 4" x 4" gang box for up to twelve (12) data drops. All conduit in computer rooms need to be able to hold up to six (6) CAT 5e cables per 1" diameter conduit. If more than six (6) CAT 5e cables are required, a second 1" diameter conduit will be installed. Refer to Electrical/Data Plan for count on CAT 5e network cables.

Clocks and Clock Outlets:

Landlord to provide one (1) electrical outlet in each classroom to accommodate one (1) clock. Landlord shall provide and install clocks.
Location of outlets -

1. Student Corridors - American Time & Signal Co. Model #E66BAAR301, 15", black, round surface rear set will be installed by Landlord in each student corridor.

2. Classrooms - American Time & Signal Co. Model #E46BAAR301, 10", black, round surface rear set will be installed by Landlord in all classrooms. Install outlet 7" off the ceiling and centered over whiteboard(s).

Sprinklers/Fire Extinguishers:

1. All areas shall be sprinkled with semi-recessed heads.
2. New fire extinguisher boxes with fire extinguishers to be semi-recessed. One box with extinguisher per corridor. Location and dimensions must meet or exceed all ADA codes. Minimum of one (1) fire extinguisher for every 5,000 square feet.

Blinds:

Brand: Levolor
Type: 365 Aluminum
Color: Mushroom

Signs:

Landlord to provide a 20 amp dedicated circuit in conduit for each sign. Building mounted signs to have circuit brought to the back of the wall centered behind the sign. Landlord to provide concrete foundation with footing and power to monument sign. Any/all sign circuits to be controlled by one mechanical time clock, 24/7 provided by Landlord. Verify quantity and location of signs with Tenant.

ITT/ESI
Landlord Contact List
National Accounts

Carpet

Patcraft Carpet

Contact: Bill Cothran
Address: P. O. Box 2128
Dalton, GA 30722-2128

Bill Cothran: 800-713-6697 ext. 5225
Cell: 317-695-7711

Customer Service: 800-241-4014
Fax: 706-517-7760
E-mail: www.patcraft.com
bill.cothran@patcraft.com

Wallcovering

D. L. Couch

Contact: Christie Petersen
Address: 14425 Bergen Boulevard, Suite B
Noblesville, IN 46060

Phone: 1-800-433-0790
Fax: 1-800-882-6824
Cell: 317-460-1918
E-mail: cpetersen@dlcouch.com

Marketing Center: 8801 Boehringer Avenue
Indianapolis, IN 46219

Vinyl Composite Tile, Cove Base

Armstrong

Contact: Kathleen Bultman, CSI
Address: P. O. Box 3001
Lancaster, PA 17604

Voice: 800-356-9301 ext. 8588
Fax: 317-883-0093
Cell: 317-412-2945
E-mail: krbultman@armstrong.com

Ceramic Tile

Dal-Tile

Contact: Christine Stull, Architect Rep.
Address: 9715 Kincaid, Suite 200
Fishers, IN 46038

Phone: 1-800-472-9837
Phone: 317-841-0883
Fax: 317-841-0419
Cell: 317-727-0230
E-mail: cestull@sbcglobal.net

Paint

Pittsburgh Paints

Contact: Mike Manetta
Address: 10111 North Michigan Road
Carmel, IN 46032

Phone: 317-870-0351 ext. 611
Fax: 317-870-0355
Cell: 317-408-1859

Ceiling Systems

GC Contact

Contact: Phyllis Miller

Phone: 1-800-442-4212
Fax: 717-396-4994
E-mail: BPO_Strategic_Accounts@Armstrong.com

Power/Data

Wiremold

Contact: Charles Morris, RCDD
Address: 60 Wood Lawn Street
West Hartford, CT 06110

Phone: 1-800-621-0049 or 1-800-338-1315 Box 5034
E-mail: charles.morris@wiremold.com

Lighting

CBMC, Inc.

Contact: Russ Miller
Address: 5855 Kopetsky Dr., Suite F
Indianapolis, IN 46217

Phone: 317-780-7549
Cell: 317-697-7510
Fax: 317-791-7000
E-mail: rmiller@cbmcinc.com

Whiteboards

Best-Rite

E-mail: cmarkham@moorecoinc.com (for Quotes)

Contact: Chris Markham
Address: 2885 Lorraine Ave.
Temple, TX 76501

Phone: 800-749-2258 ext 256
Fax: 800-697-6258
E-mail: cmarkham@moorecoinc.com

Wall Partition

Hufcor

Contact: Rei Turpin
Address: 8481 Bash Street, Suite 700
Indianapolis, IN 46250

Phone: 317-841-0221
Cell: 317-670-1582
Fax: 317-841-0510
E-mail: rieubp@iquest.net

Solid Surface

Corian

Contact: Heidi Gessner
Ohio Valley Supply Company
Indianapolis, IN

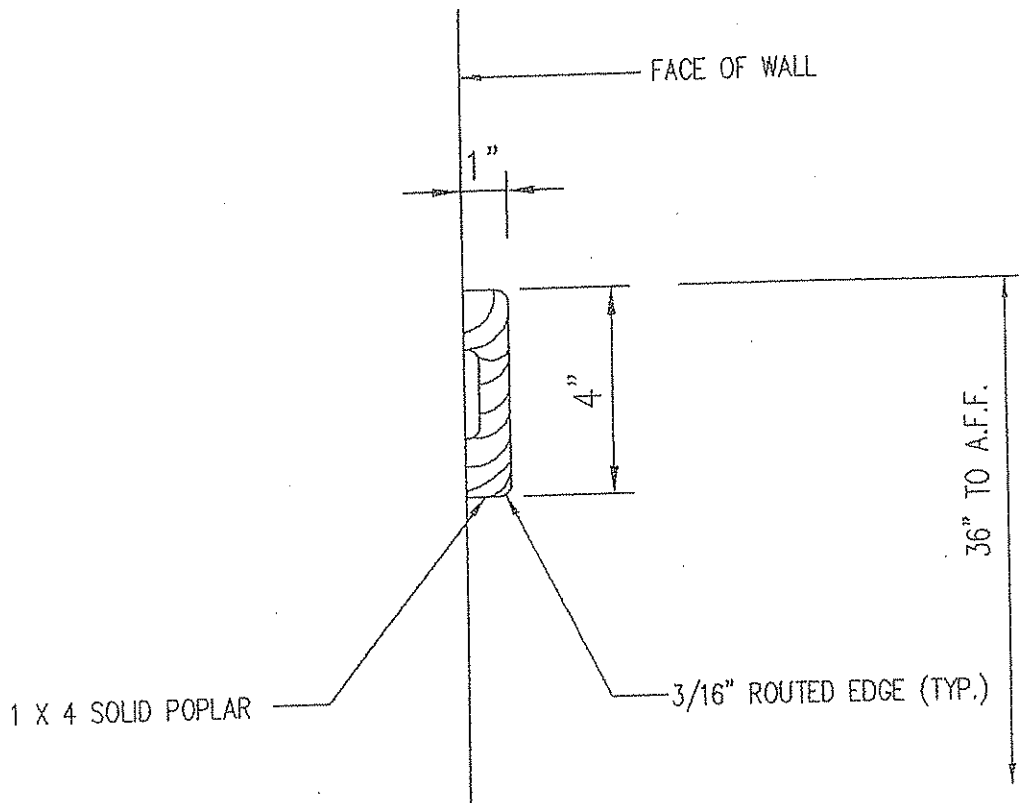
Phone: 800-696-5608 ext. 6113

Cell: 317-590-0290

E-mail: heidi.gessner@ovsco.com

DETAIL DRAWINGS

These detail drawings are standard examples only, and are being provided for the purpose of illustrating a typical Tenant build-out. These detail drawings may not reflect exact dimensions, locations or type of construction that is to be provided. Landlord has the duty to prepare a full set of construction documents as set forth in the Lease which reflect correct field dimensions and all of the requirements set forth in the Architectural and Construction Requirements ("Specs") and in the Space Plan ("Plan") that are attached as a part of this Exhibit A. The Specs/Plan contain additional and more particular requirements than these detail drawings regarding the tenant improvements for this space. If there is any conflict between the Specs/Plan and these detail drawings, the Specs/Plan shall control.



NOTE: ALL ROOMS NOTED BELOW TO HAVE CHAIRRAIL ON ALL FOUR WALLS.

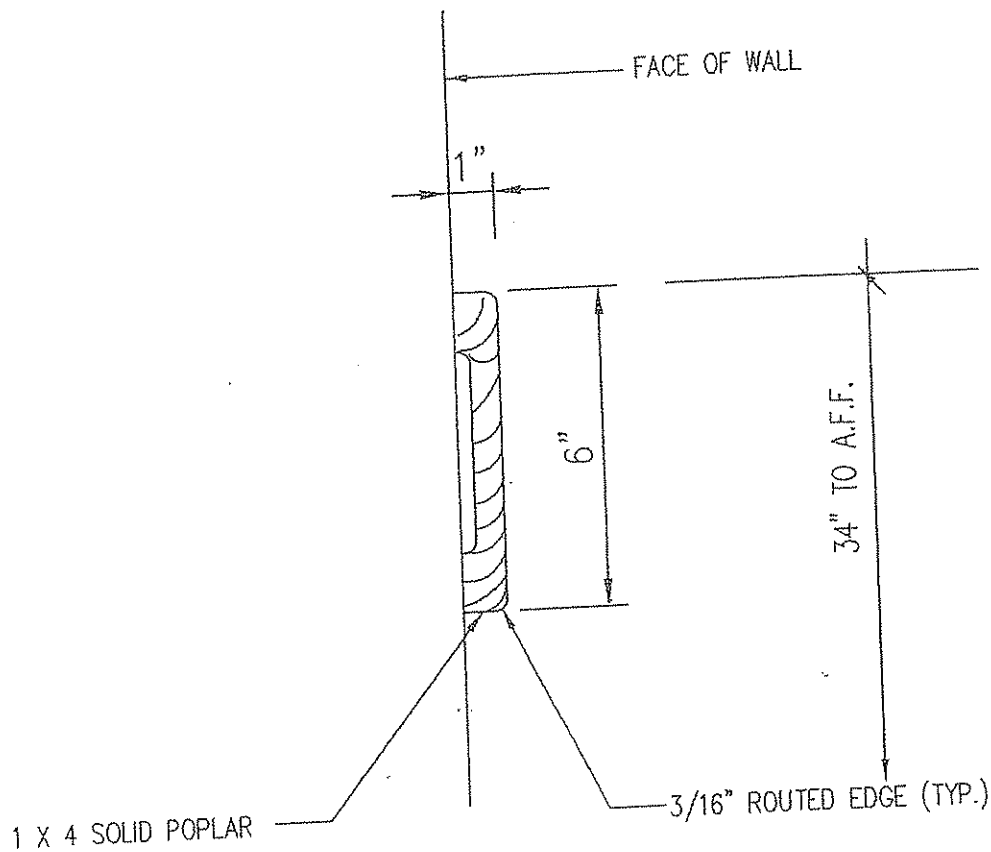
STUDENT CORRIDORS - TOP OF CHAIR RAIL AT 36"
PPG #1159 ITT CITYLINE

NOTE: CHAIR RAIL TO BE IN STUDENT CORRIDOR WITH A ROUNDED TOP
AND BOTTOM EDGE USING A 3/16" ROUTER BIT. DO NOT CONTINUE INTO INTERNET CAFE.
INTERIOR WALLS IN INTERNET CAFE DO NOT RECEIVE CHAIR RAIL

CHAIRRAIL DETAIL TYPE 1 -- CR-1

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SCALE: NOT TO SCALE

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NOTE: ALL ROOMS NOTED BELOW TO HAVE CHAIRRAIL ON ALL FOUR WALLS.

THEORY ROOMS- TOP OF CHAIR RAIL AT 34"
 COMPUTER LABS- TOP OF CHAIR RAIL AT 34"
 COMBO LABS- TOP OF CHAIR RAIL AT 34"

CJ LAB - TOP OF CHAIR RAIL AT 34"
 EET LABS- TOP OF CHAIR RAIL AT 34"

PPG #1159 ITT CITYLINE
 PPG #1159 ITT CITYLINE
 PPG #1159 ITT CITYLINE

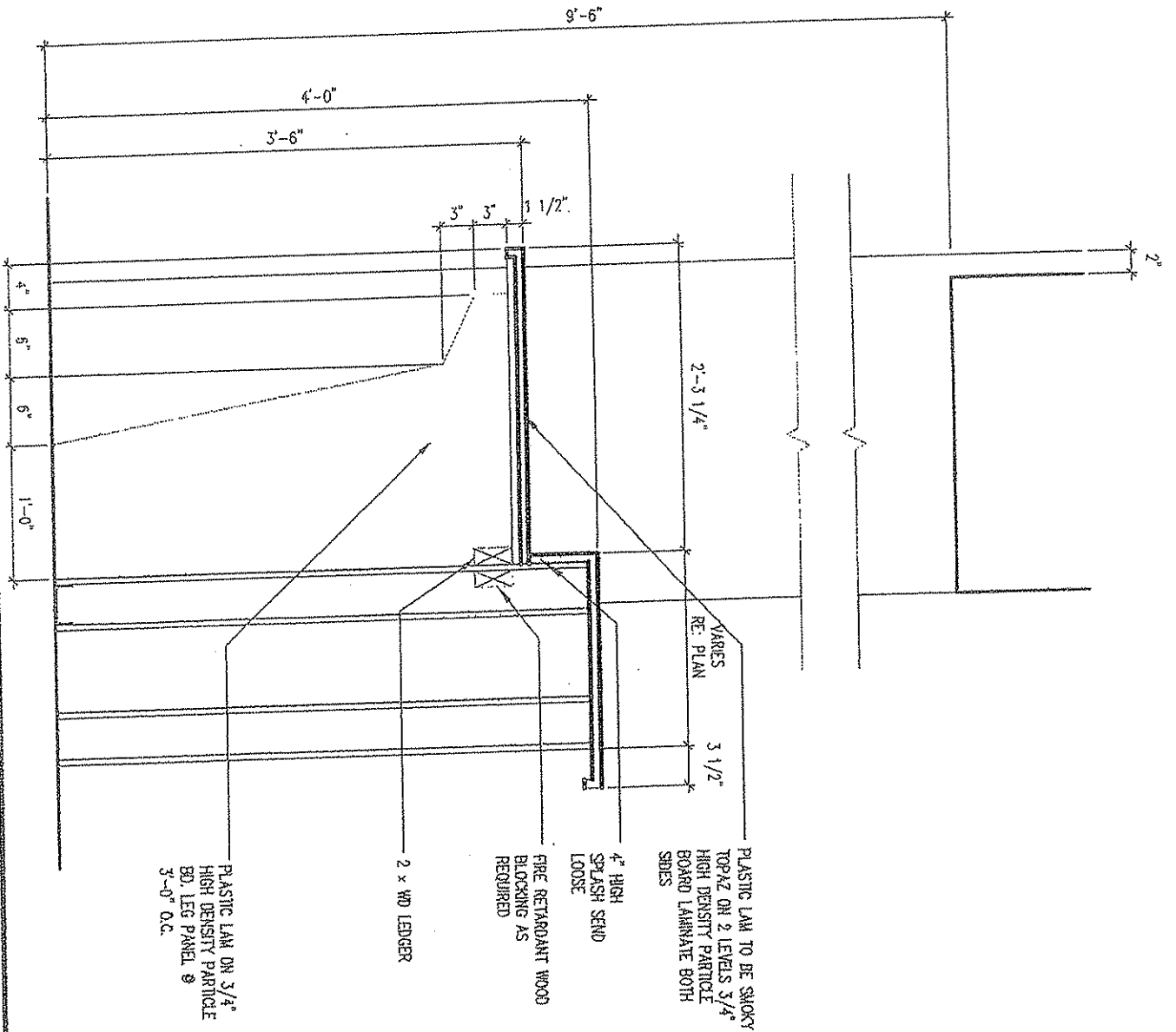
PPG #1007 ITT BLACK TIE
 PPG #1007 ITT BLACK TIE

NOTE: CHAIR RAIL TO BE IN STUDENT CORRIDOR WITH A ROUNDED TOP
 AND BOTTOM EDGE USING A 3/16" ROUTER BIT.

CHAIRRAIL DETAIL TYPE 2 -- CR-2

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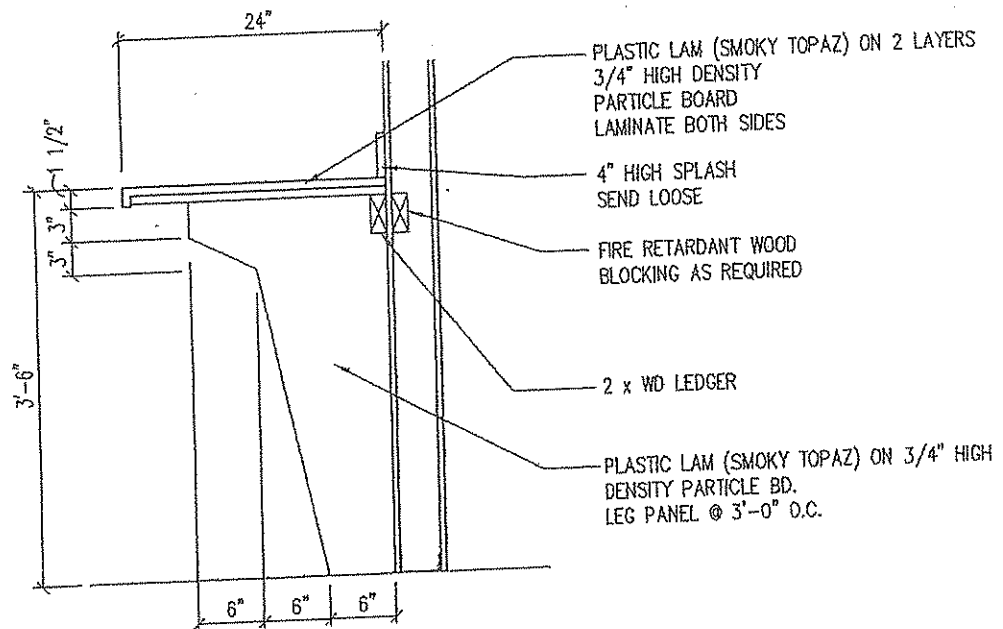
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COUNTER ISLAND @ INTERNET CAFE

SCALE: 1 1/2" = 1'-0"

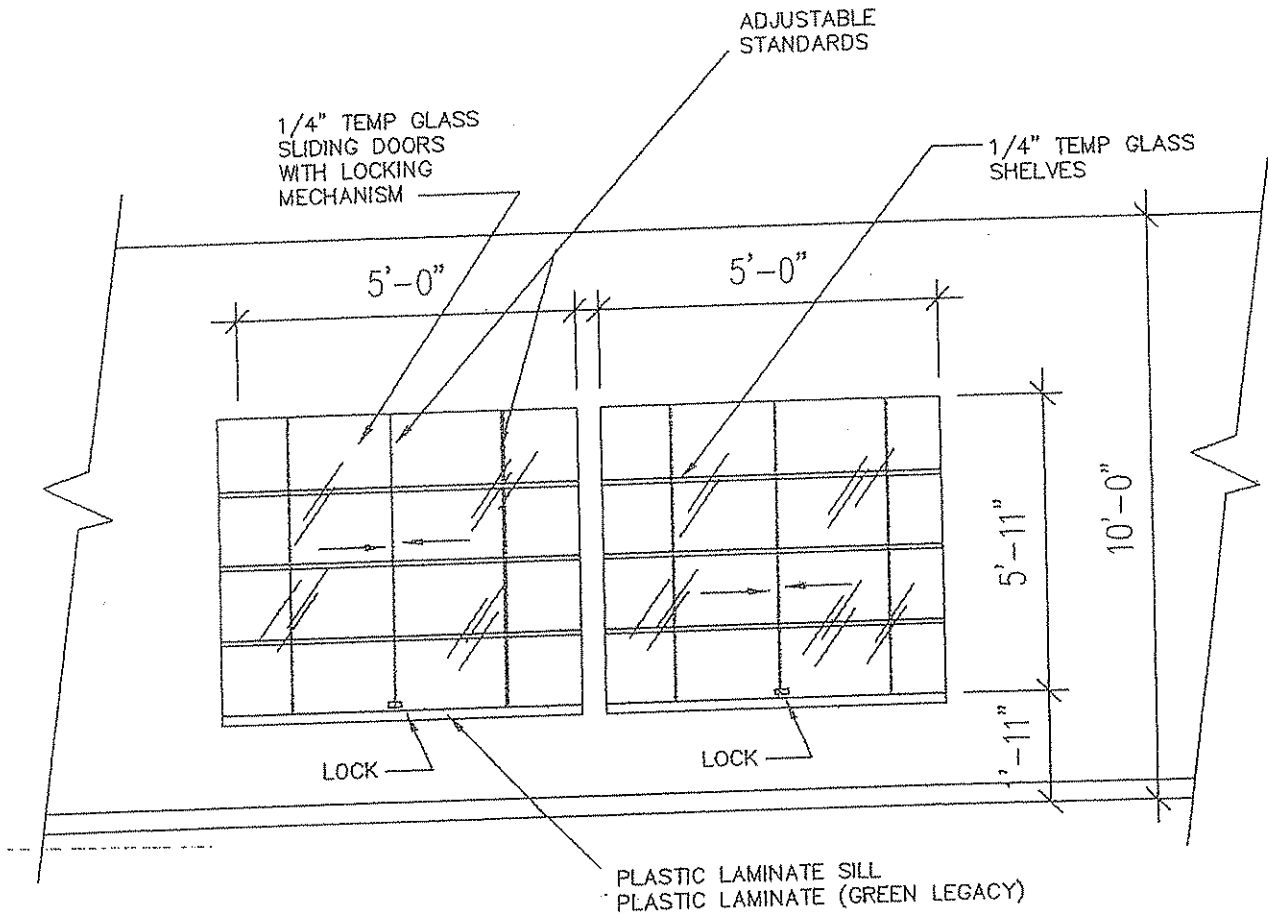
DL1230-8



COUNTER DETAIL-INTERNET CAFE

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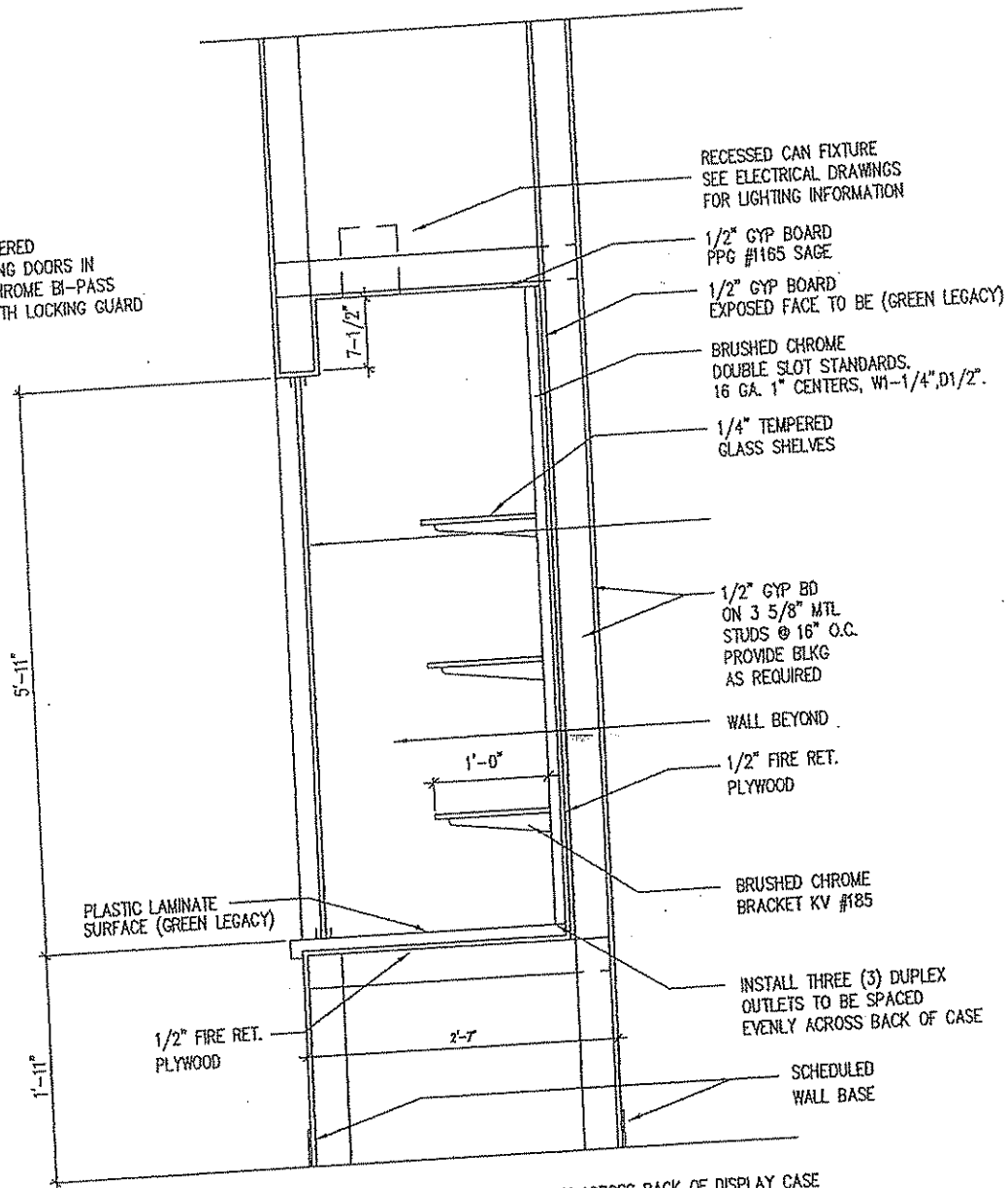


DISPLAY CASE ELEVATION

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CLEAR TEMPERED
GLASS SLIDING DOORS IN
BRUSHED CHROME BI-PASS
CHANNEL WITH LOCKING GUARD

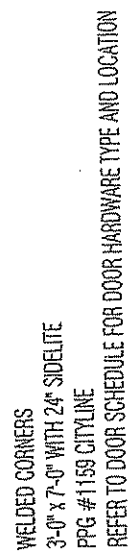


NOTE: INSTALL 3 DUPLEX OUTLETS TO BE SPACED EVENLY ACROSS BACK OF DISPLAY CASE
AND ONE DATA DROP PER DISPLAY CASE

DISPLAY CASE SECTION

ITT EDUCATIONAL SERVICES INC.
SCALE: NOT TO SCALE

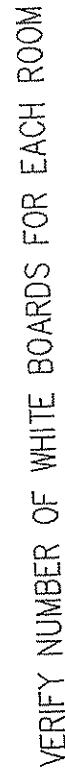
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THAT THIS DRAWING ACCURATELY DEPICTS THE DIMENSION OR TYPE OF CONSTRUCTION TO
BE PROVIDED BY ANY CONTRACTOR OR SUPPLIER. ANY CONTRACTOR PROVIDING WORK ON
THIS PROJECT SHALL NOT RELY ON THIS DRAWING FOR THE PURPOSE OF CONSTRUCTION OR
OTHERWISE, AND ALL CONTRACTORS AND SUPPLIERS SHALL HAVE INDEPENDENT DUTY TO
PREPARE CONSTRUCTION DOCUMENTS, SPECIFICATIONS, FIELD DIMENSIONS, AND ALL OTHER
INFORMATION PERTAINING TO ITS WORK AND MATERIALS.



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SCALE: NOT TO SCALE

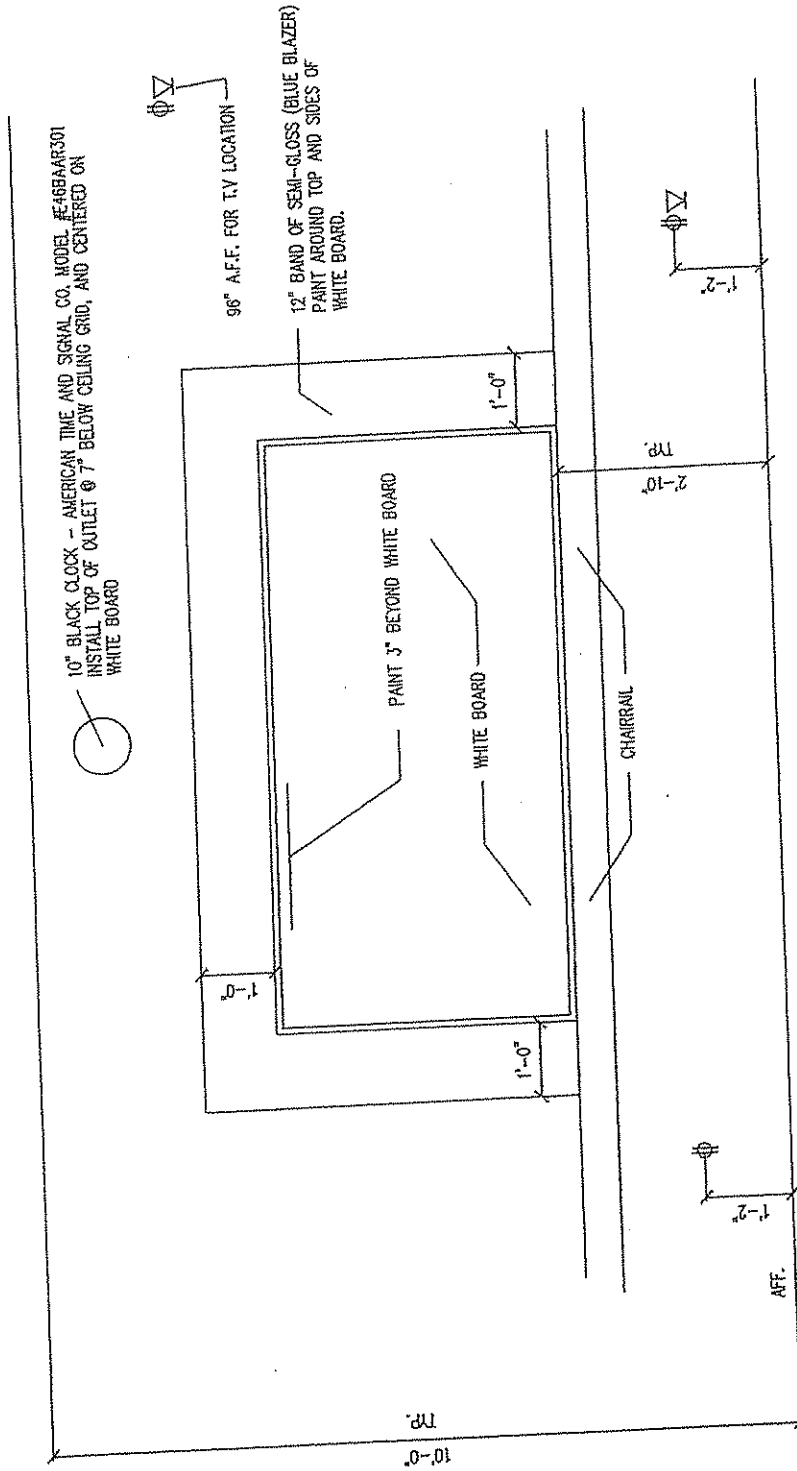
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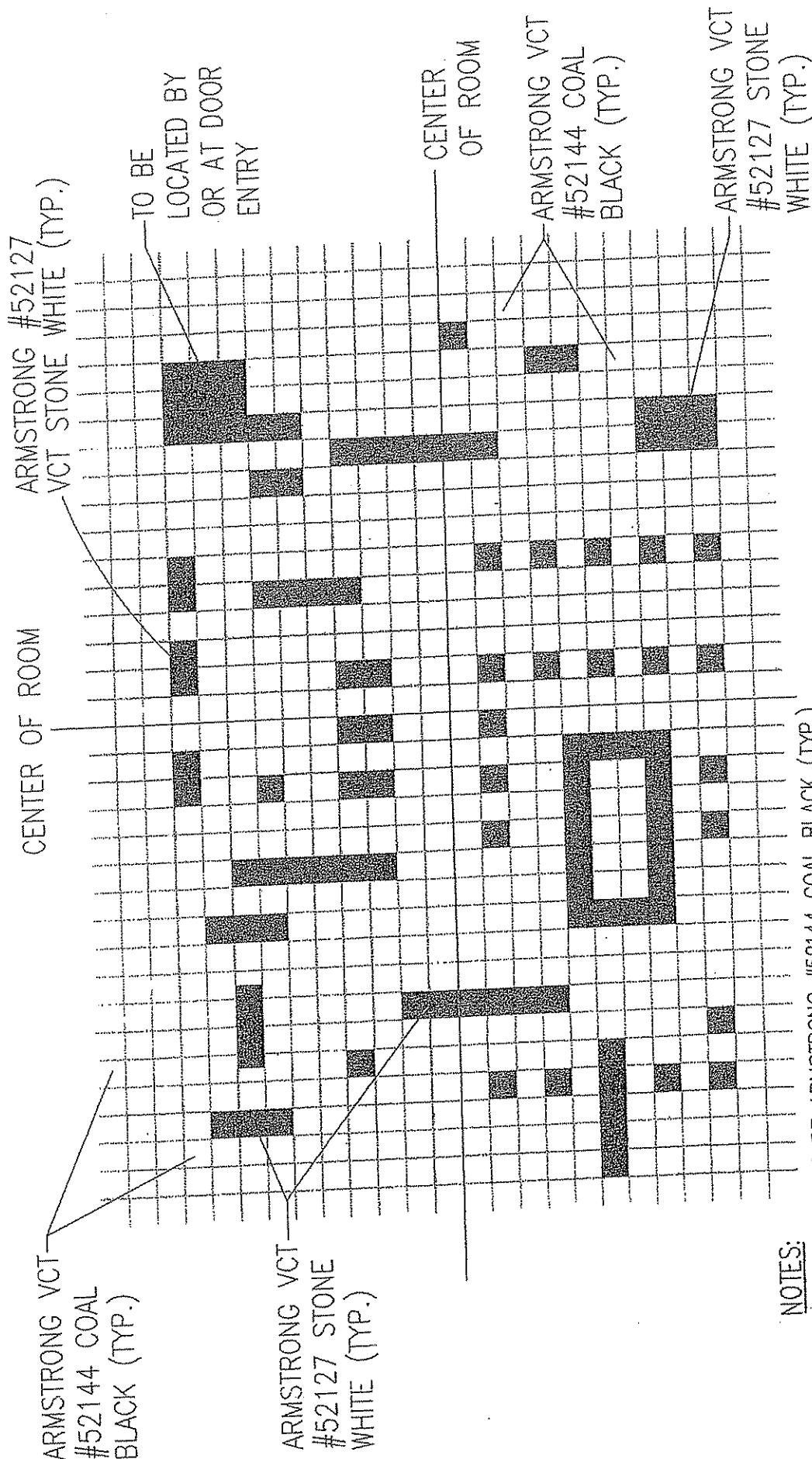
VERIFY NUMBER OF WHITE BOARDS FOR EACH ROOM

SINGLE WHITE BOARD

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ITT EDUCATIONAL SERVICES INC.

SCALE: NOT TO SCALE



NOTES:

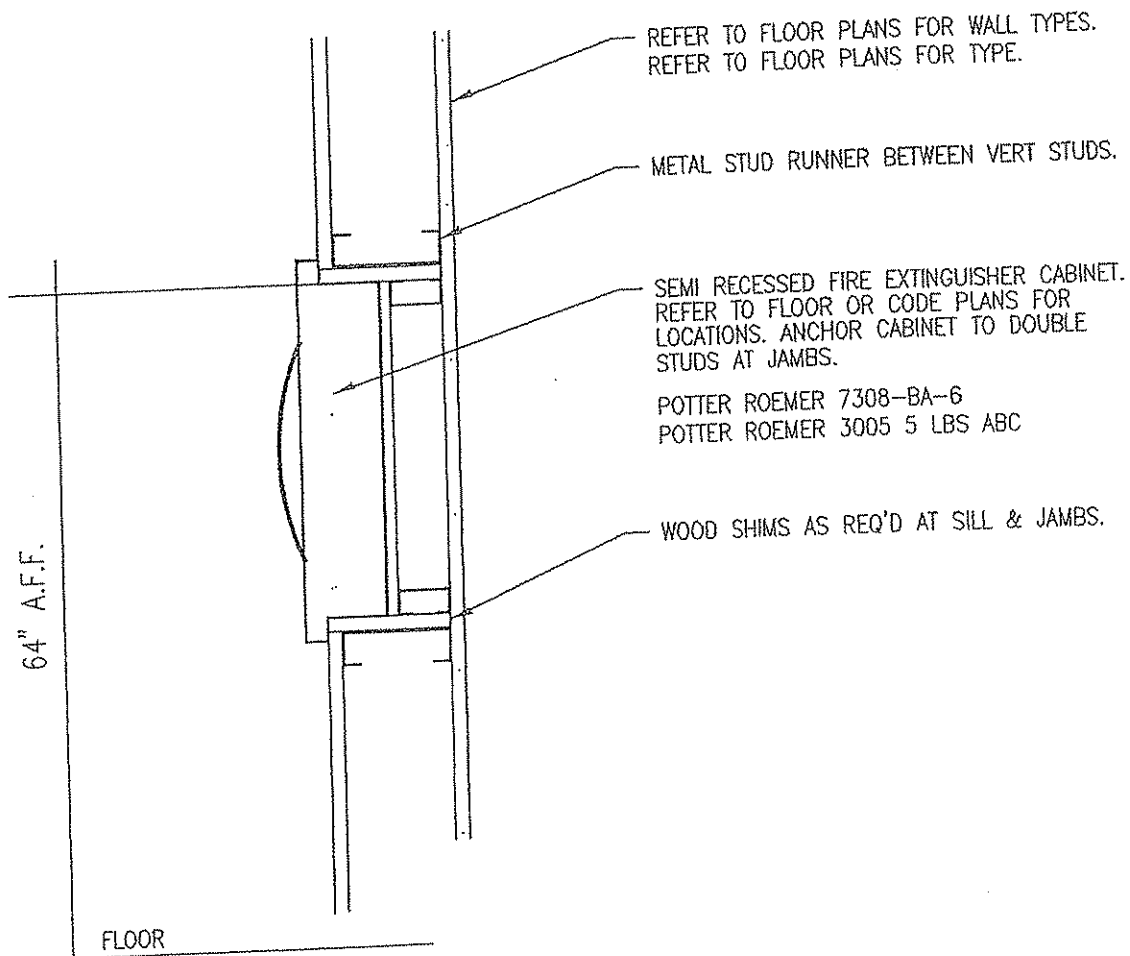
1. FIELD VCT TO BE ARMSTRONG #52144 COAL BLACK (TYP.)
2. ACCENT VCT TO BE ARMSTRONG #52127 STONE WHITE (TYP.)
3. THERE IS TO BE NO STONE WHITE AT WALLS. ALL WALL AREAS TO BE COAL BLACK.

EET FLOOR PATTERN

ITT EDUCATIONAL SERVICES INC.

SCALE: NOT TO SCALE

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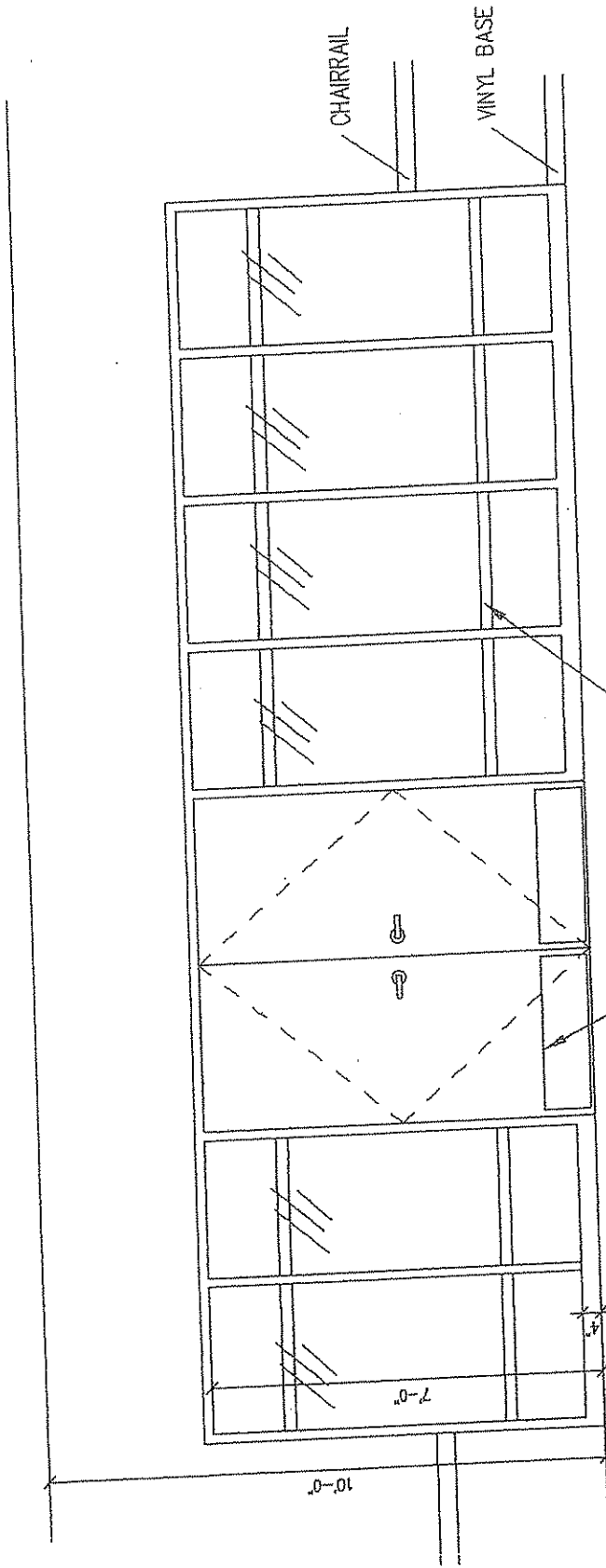
5'-4" A.F.F. TO TOP OF ROUGH OPENING.
ALL LOCAL CODES WILL DICTATE LOCATIONS, SIZES AND CONSTRUCTION.

SEMI-RECESSED FIRE-EX CABINET

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1/4" CLEAR TEMPERED GLASS SIDELIGHTS
WITH 2" HOLLOW METAL FRAMES
EQUAL SECTIONS OF GLASS
SEE PLAN FOR OVERALL DIMENSIONS

S.C. WOOD DOORS - SEE DOOR SCHEDULE
FOR SCHLAGE LEVERS AND KICK PLATE

NOTE:
THE NUMBER OF SIDE PANELS MAY VARY OR SHIFT
DEPENDING ON THE PROPOSED SPACEPLAN.

LRC ENTRANCE

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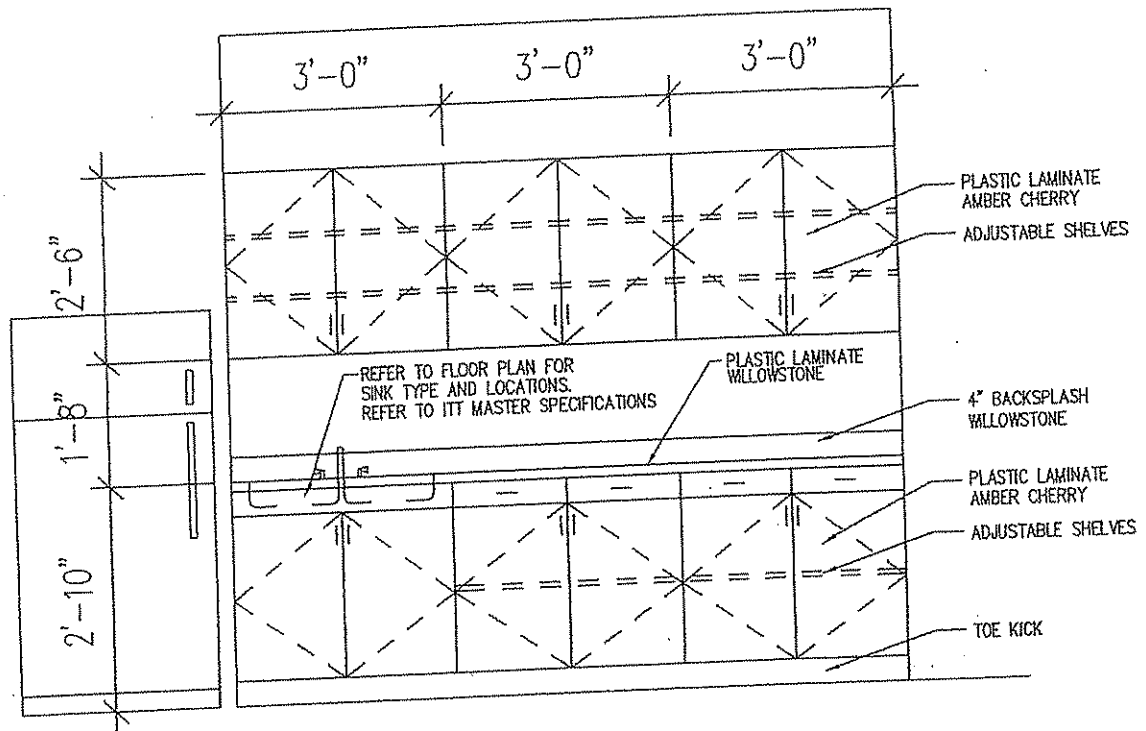
ITT EDUCATIONAL SERVICES INC.

SCALE: NOT TO SCALE

CONSTRUCTION: COUNTERTOPS AND SPLASHES - 3/4" PLYWOOD.
 BASE AND WALL CABINETS - 3/4" PARTICLE BOARD W/ WHITE MELAMINE INTERIOR FINISH.
 DOORS AND DRAWERS FACES - 3/4" PARTICLE BOARD, 1/4" OVERLAY.
 TOE BASE - 3/4" CDX PLYWOOD. (COVERED WITH VINYL COVE BASE)
 DRAWER BOXES - 1/2" BAL TIC BIRCH PLYWOOD W/CLEAR POLYURETHANE AND 1/4" WHITE HARDBOARD BOTTOMS.
 ADJUSTABLE SHELVES - 3/4" PARTICLE BOARD, WHITE MELAMINE-ALL SIDES.

HARDWARE: HINGES - BLUM 91M2580 CONCEALED, SELF CLOSING.
 PULLS - HAFELE WIRE PULLS, 4", (101MM) SATIN CHROME FINISH.
 DRAWER SLIDES - ACCURIDE 3832 FULL EXTENSION.
 SHELF CLIPS - HAFELE 282.11.710 NICKEL FINISH.

CABINETY: COUNTER TOP TO BE WILSONART #4791-60 WILLOWSTONE
 CABINETY TO BE WILSONART #7919-38 AMBER CHERRY



NOTES:

1. CABINETY MAY VARY, REFER TO FLOOR PLAN FOR CABINETY DIMENSIONS AND LOCATION
2. REFER TO ITT MASTER SPECIFICATIONS FOR LAMINATE TYPE AND LOCATIONS
3. NOT ALL LOCATIONS HAVE A SINK
4. REFER TO LOCAL CODE FOR ADA REQUIREMENTS
5. INSTALL ONE (1) DUPLEX FOR REFRIDGERATOR
6. REFER TO SPACEPLAN FOR OTHER ELECTRICAL

CABINETY IN STAFF LOUNGE

ITT EDUCATIONAL SERVICES INC.

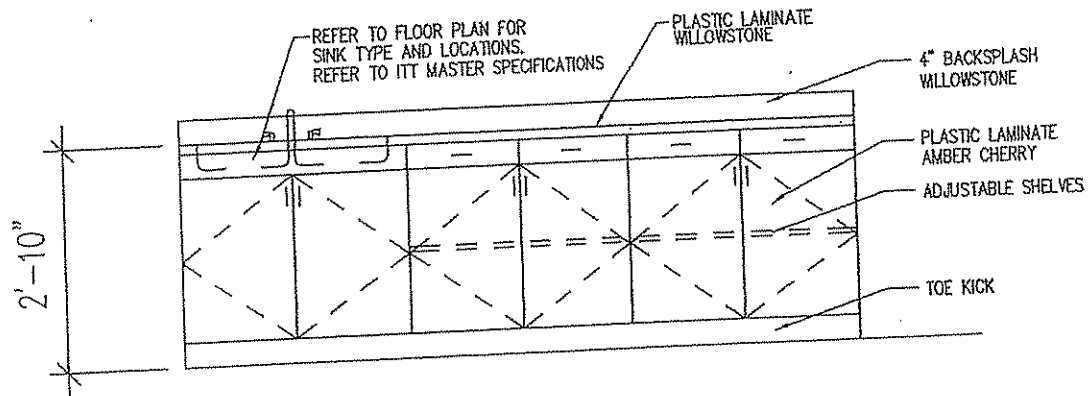
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CABINETRY: COUNTER TOP TO BE WILSONART #4791-60 WILLOWSTONE
 CABINETRY TO BE WILSONART #7919-38 AMBER CHERRY



NOTES:

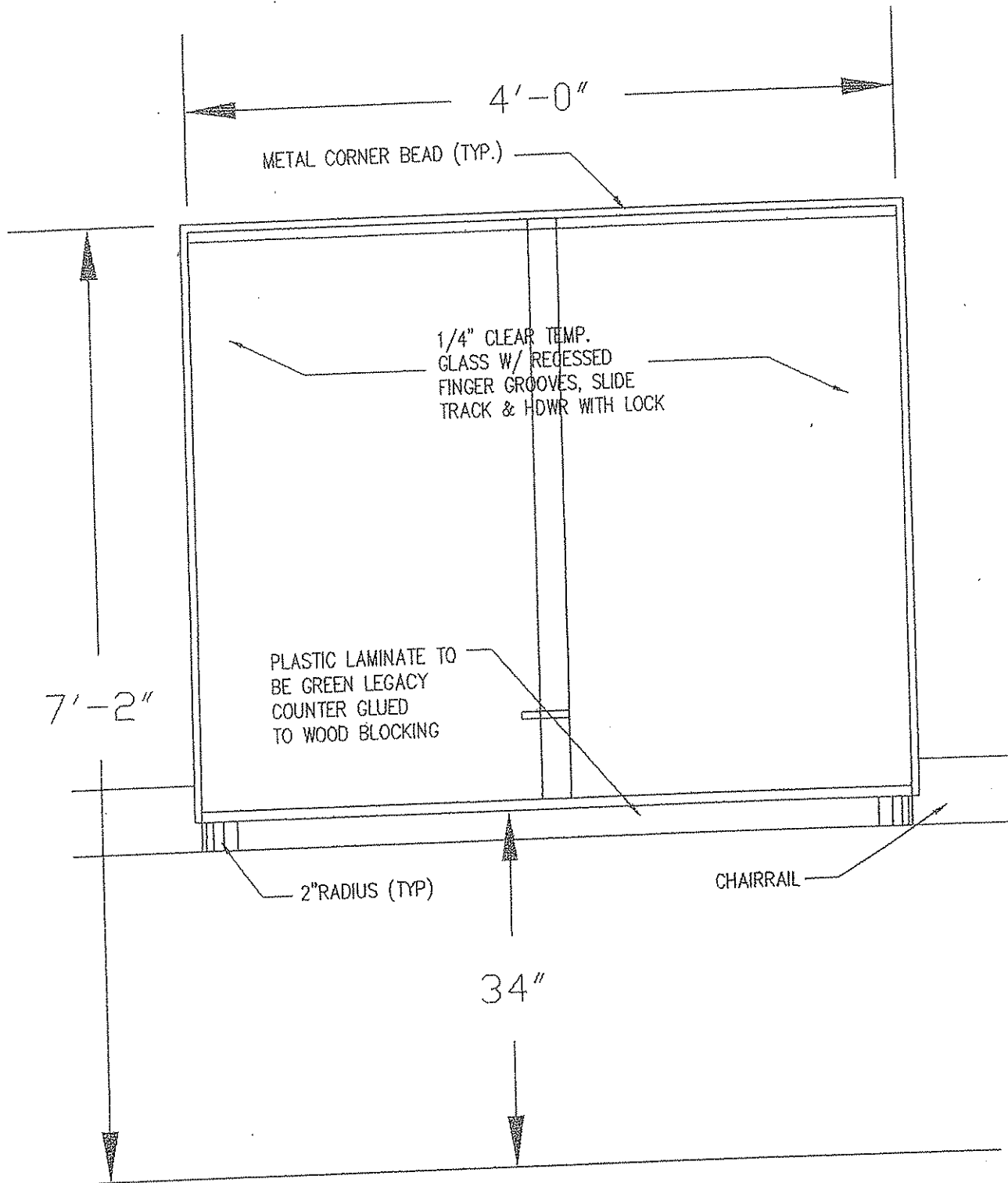
1. CABINETRY MAY VARY, REFER TO FLOOR PLAN FOR CABINETRY DIMENSIONS AND LOCATION
2. REFER TO ITT MASTER SPECIFICATIONS FOR LAMINATE TYPE AND LOCATIONS
3. NOT ALL LOCATIONS HAVE A SINK
4. REFER TO LOCAL CODE FOR ADA REQUIREMENTS
5. SEE ITT SPACEPLAN FOR LOCATION OF ELECTRICAL AND DATA LOCATIONS

CABINETRY IN COPY/MAIL
 AND MAIN CONFERENCE ROOM

ITT EDUCATIONAL SERVICES INC.

SCALE: NOT TO SCALE

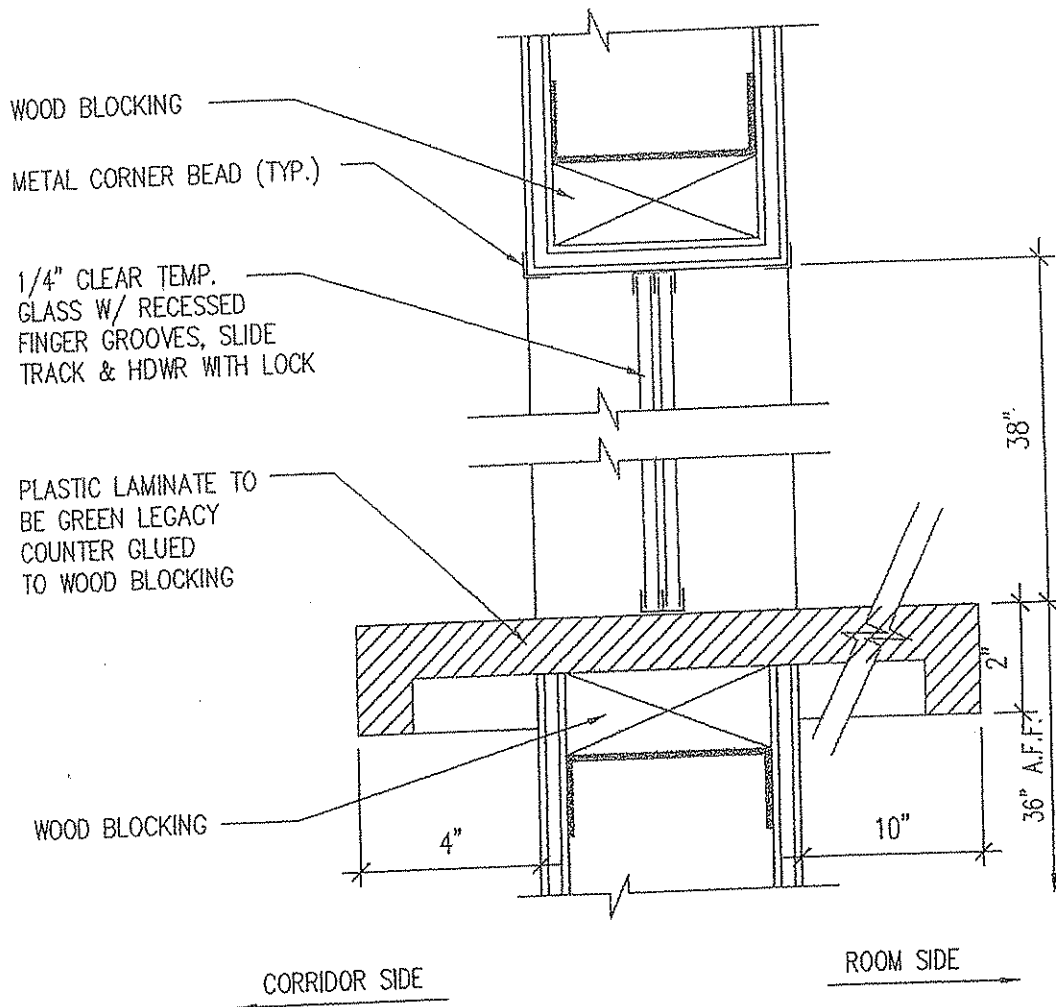
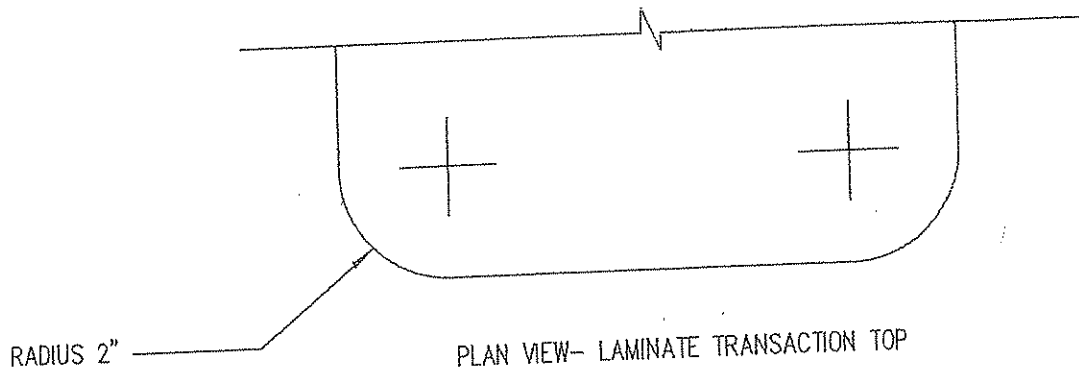
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PASS-THRU ELEVATION

ITT EDUCATIONAL SERVICES INC.
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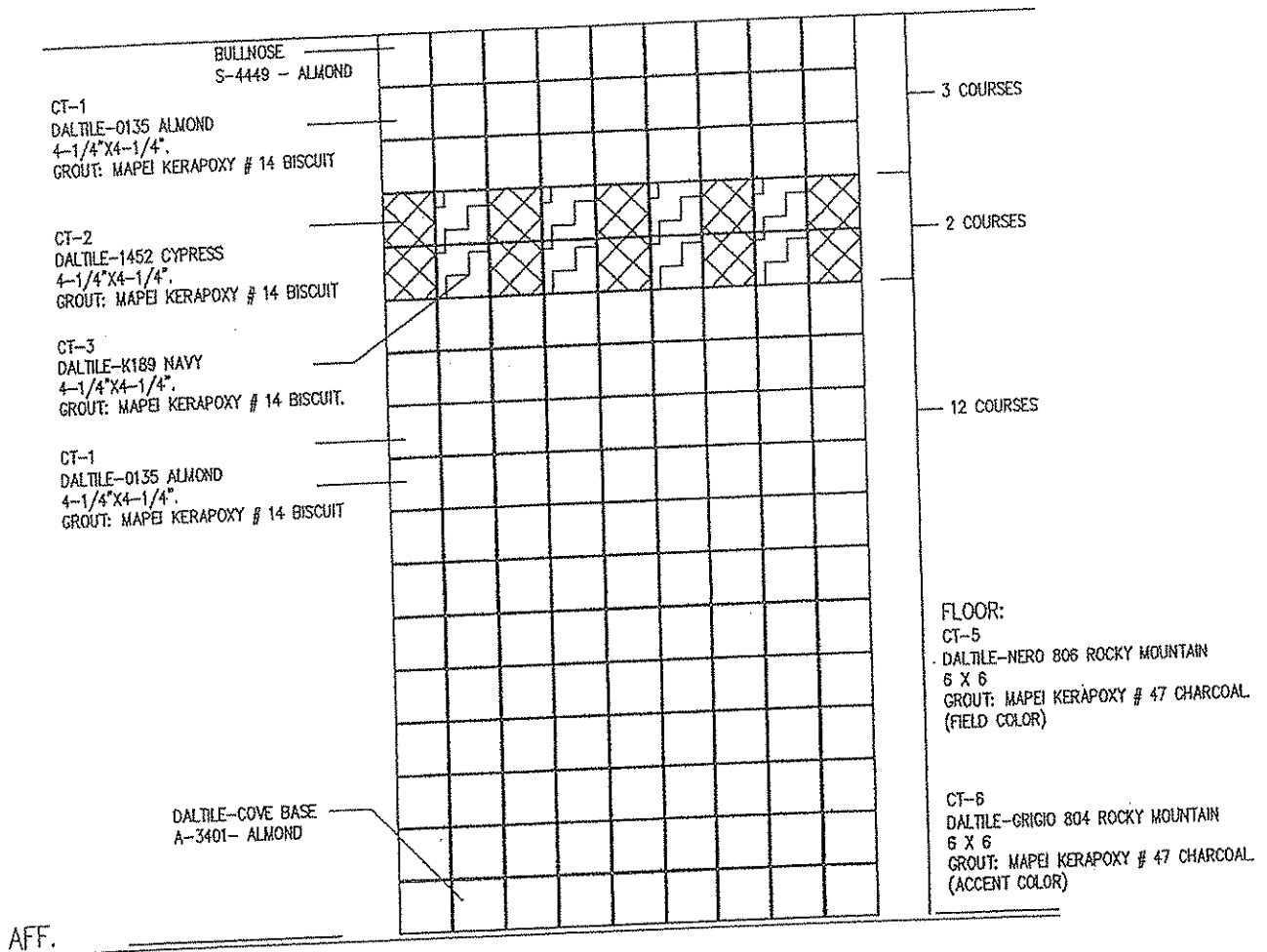


PASS-THRU SECTION

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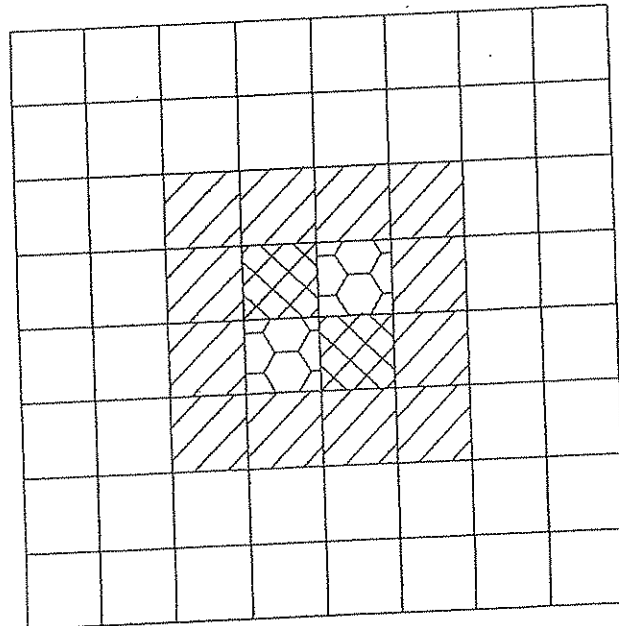
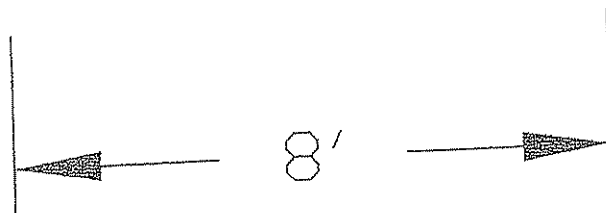
PAINT PPG #1158 OYSTER WHITE (EGGSHELL FINISH)



RESTROOM TILE PATTERN

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VCT-1
52143



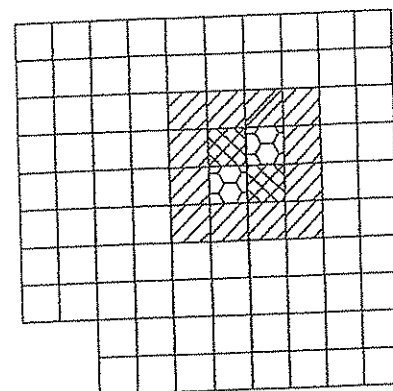
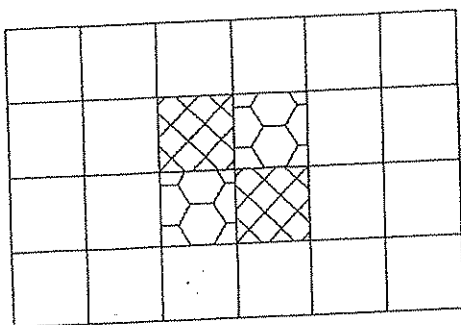
VCT-2
52139



VCT-3
52155



VCT-4
52153



NOTES:

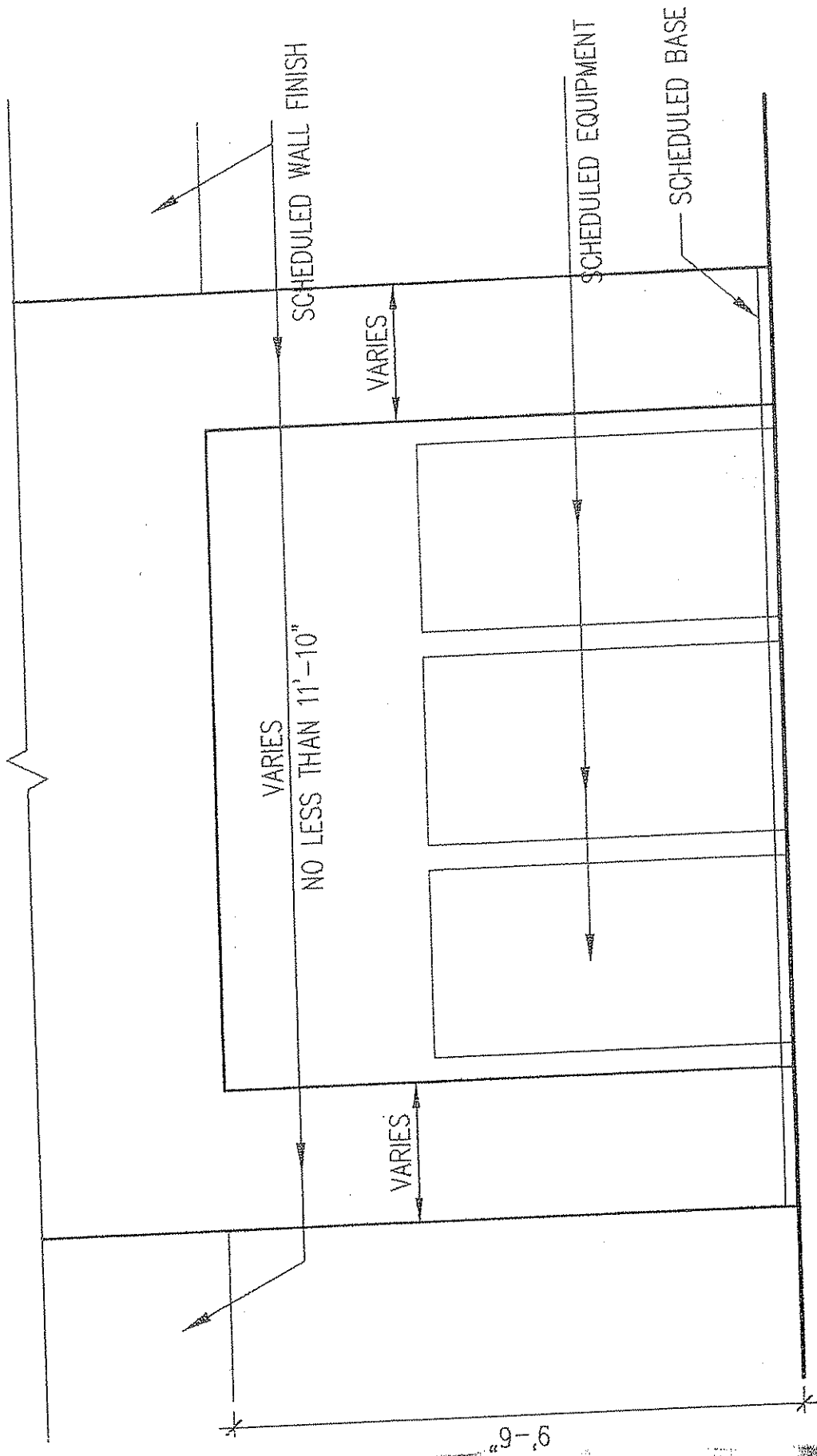
1. ALL PATTERNS TO BE ON CENTER ON HALLWAYS
2. ALL PATTERNS TO BE 11'-13' ON CENTER BETWEEN EACH PATTERN (ADJUST ACCORDINGLY)
3. SEE PLANS FOR FLOOR PATTERN

VCT FLOOR PATTERN
IN STUDENT CORRIDOR
AND INTERNET CAFE

ITT EDUCATIONAL SERVICES INC.

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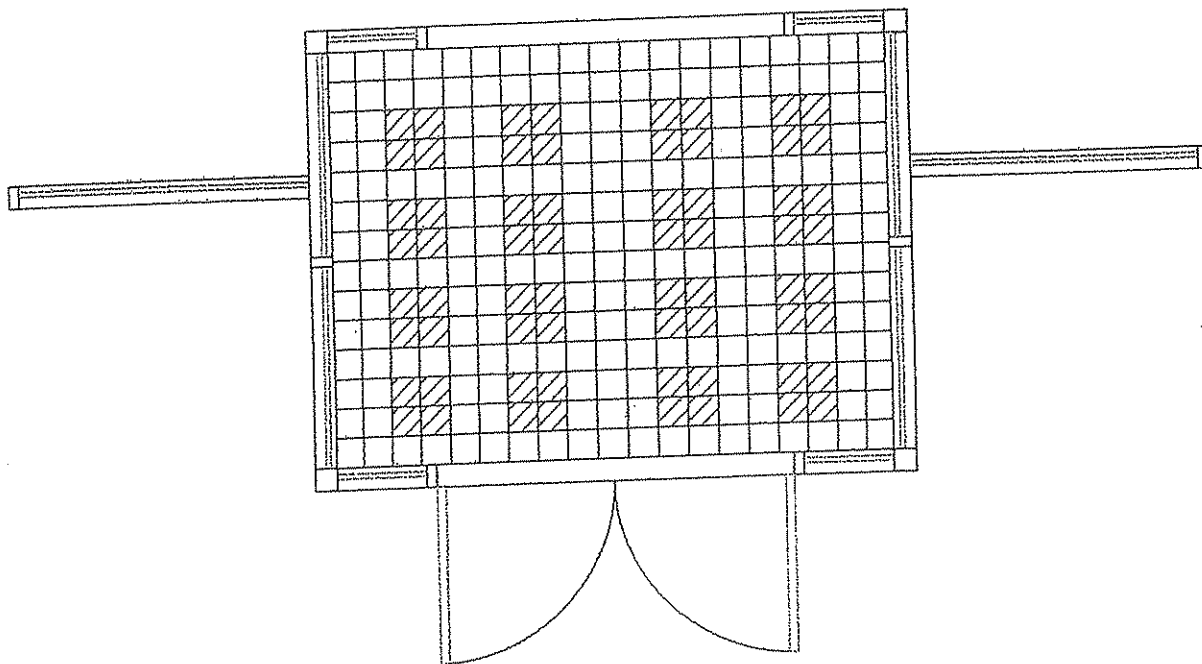


VENDING AREA IN INTERNET CAFE

ITT EDUCATIONAL SERVICES, INC. HAS PROVIDED THIS DRAWING SOLELY FOR THE PURPOSE OF REPRESENTING DESIGN INTENT. ITT EDUCATIONAL SERVICES, INC. MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THIS DRAWING ACCURATELY DEPICTS THE DIMENSION OR TYPE OF CONSTRUCTION TO BE PROVIDED BY ANY CONTRACTOR OR SUPPLIER. ANY CONTRACTOR PROVIDING WORK ON THIS PROJECT SHALL NOT RELY ON THIS DRAWING FOR THE PURPOSE OF CONSTRUCTION OR OTHERWISE, AND ALL CONTRACTORS AND SUPPLIERS SHALL HAVE INDEPENDENT DUTY TO PREPARE CONSTRUCTION DOCUMENTS, SPECIFICATIONS, FIELD DIMENSIONS, AND ALL OTHER INFORMATION PERTAINING TO ITS WORK AND MATERIALS.

ITT EDUCATIONAL SERVICES INC.

SCALE: NOT TO SCALE



TILE PATTERN

QT-1 □ DALTILE ASHEN GRAY OT03
 QT-2 ▨ DALTILE ADOBE BROWN OT05
 GROUT- GROUT- MAPEI KERAPOXY - 05 CHAMOIS

TYPE AND SIZE OF VESTIBULE MAY VARY, THE FLOOR PATTERN CAN REMAIN CONSTANT. CENTER PATTERN OFF FRONT DOORS.

VESTIBULE-MAIN LOBBY, STUDENT ENTRANCE

ITT EDUCATIONAL SERVICES INC.

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EXHIBIT B

LEGAL DESCRIPTION OF THE PROJECT:

Lot 2, Royal Heights Commercial First Addition to Cedar Rapids, Linn County, Iowa.

North lot referenced
in Section 3.03(b)(vi)

TENANT'S EXCLUSIVE PARKING AREA

TENANT'S EXCLUSIVE PARKING AREA

QUEEN COURT SW

37TH AVENUE S.W.

38TH AVENUE S.W.

U.S. HIGHWAY 30

HWY #30 OFF RAMP

Legend: = Common Area

EXHIBIT D

SNDA FORM

SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT

This Nondisturbance, Subordination and Attornment Agreement ("Agreement") is made this _____ day of _____, 20____, by and between ITT Educational Services, Inc., with an office located at 13000 North Meridian Street, Carmel, IN 46032 ("Tenant") and _____, with an office located at _____ ("Landlord") and _____ ("Lienholder").

WITNESSETH:

WHEREAS, Tenant and Landlord entered into a commercial Lease dated _____, 20____, ("Lease") for the real property legally described on Exhibit "A" attached hereto and made a part hereof ("Premises");

WHEREAS, Lienholder has or intends to obtain a mortgage, deed of trust or other lien on the Premises ("Lien");

WHEREAS, Lienholder desired that Tenant attorn to Lienholder in the event Lienholder succeeds to Landlord's interest in the Premises;

WHEREAS, Tenant desired Lienholder to agree that for so long as Tenant is not in default under the Lease, then the Tenant's rights and liens under the Lease and any renewal or extension thereof will not be modified, diminished or interfered with by Lienholder; and

WHEREAS, Lienholder and Tenant desire to agree upon their respective rights and interests in the Premises.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, Lienholder and Tenant agree as follows:

1. As used in this Agreement, "Lease" includes, without limitation, all right, title and interest that Tenant may have in or to all or any portion of the Premises, as granted by the terms of the written Lease or any written amendment thereto.
2. The Lease shall remain subordinate and inferior to security agreements and the liens created thereby, and the security agreements shall be and remain superior to the Lease and to all of the rights of the Tenant hereunder.
3. Lienholder agrees that, for so long as Tenant is not in default under the Lease, if Lienholder (or any transferee of any right, title or interest in the Premises pursuant to any foreclosure of the Lien) at any time succeeds to the interest of Landlord in the Premises and/or the Lease:

- (a) Lienholder (or any transferee of any right, title or interest in the Premises pursuant to any foreclosure of the Lien) will not (I) terminate the Lease or (II) disturb Tenant's leasehold interest in, or use, possession, or quiet enjoyment of, the Premises;
- (b) Tenant will have the right to continue to use and occupy the Premises pursuant to the terms of the Lease for the remainder of the Lease term, including any extensions or renewals provided in the Lease and exercised in the manner and at the times set forth in the Lease; and
- (c) Lienholder (or any transferee of any right, title or interest in the Premises pursuant to any foreclosure of the Lien) will recognize and accept Tenant as the Tenant under the terms of the Lease.

4. If the Lien is foreclosed for any reason and Lienholder succeeds to Landlord's interest under the Lease, Tenant will:

- (a) attorn to Lienholder as its Landlord, if requested to do so by Lienholder;
- (b) recognize Lienholder as the Landlord under the Lease; and
- (c) be bound to Lienholder under all terms of the Lease for the balance of the Lease term and any extensions and renewals thereof.

This attornment is effective and self-operative, without execution of any further instrument, immediately upon Lienholder succession to the interest of Landlord under the Lease and/or the Premises. Notwithstanding the foregoing, Tenant will have no obligation to pay any amounts owed under the Lease to Lienholder, until Tenant receives written notice from Lienholder that it has succeeded to Landlord's interest under the Lease. The respective rights and obligations of Tenant and Lienholder upon such attornment will be the same as now set forth in the Lease, it being the intention of the parties hereto to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth at length herein.

5. If the Lienholder succeeds to the interest of Landlord or as a purchaser at foreclosure under the Lease, Lienholder will be entitled to all of the rights of Landlord under the Lease and Tenant will have the same rights and remedies against Lienholder for any breach of the Lease that Tenant has against Landlord thereunder. In no event will Lienholder be:

- (a) liable for any act or omission of any prior Landlord under the Lease, including, without limitation, Landlord (except from and specifically excluding, Landlord's obligations under the Lease with respect to Tenant improvements, repairs, latent defects, maintenance, compliance with laws, hazardous substances, restoration, and condemnation; but only to the extent of Lienholder interest in the Premises) or
- (b) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior Landlord under the Lease (including, without limitation, Landlord), except to the extent such rent is actually delivered to Lienholder.

6. All notices, demands, requests, waivers, or other communications that may, or are required to, be given, served or sent by any party to the other pursuant to this Agreement will be in writing and will be deemed to have been properly given when sent by registered or certified mail, or by a nationwide overnight delivery service, postage prepaid to Lienholder at Lienholder's above address or to Tenant at Tenant's above address. Any party may, by written notice to the other, designate a different address which will be substituted for the address specified above.

7. This Agreement is binding on and inures to the benefit of the respective successors and assigns of Tenant and Lienholder.

8. This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of Tenant, Landlord and Lienholder have caused this Agreement to be executed as of the date first above written.

ITT Educational Services, Inc.

By: _____

Print Name: _____

Title: _____

Lienholder

By: _____

Print Name: _____

Title: _____

Landlord

By: _____

Print Name: _____

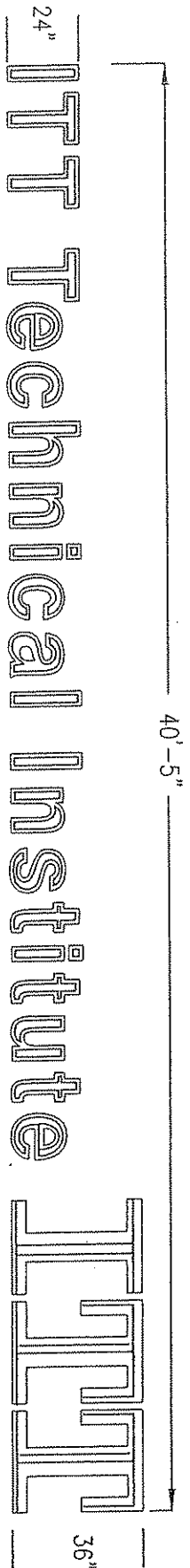
Title: _____

EXHIBIT E

Tenant hereby has approval from Landlord subject to approval from City of Cedar Rapids, Iowa to install:

1. One set of 24" – 36" individually illuminated white or blue channel letters and/or metallic backlit letters on the south façade of the building (facing Hwy 30) and one set on the north façade of the building (facing Queen Dr. and 37th Ave SW) according to the specifications set forth on the following pages.
2. One ten foot vertical blue illuminated monument sign along Queen Dr. according to the specifications set forth on the following pages.
3. White vinyl letters on the glass of one of the entrance doors to Tenant's Leased Premises noting "ITT Technical Institute Visitor Entrance."
4. White vinyl letters on the glass of one or more of the entrance doors to Tenant's Leased Premises, noting "ITT Technical Institute Student Entrance."

SINGLE LINE



LETTERS PAINTED "PMS 300" BLUE OUTSIDE AND WHITE INSIDE, WHITE TRIMCAP, CLEAR PLEXIGLAS
FACES, WHITE NEON, ALL RACEWAYS ARE TO BE PAINTED TO MATCH BUILDING COLOR.

SIGN MUST BE APPROVED BY THE NATIONAL ELECTRICAL CODE,
UNDERWRITERS LABORATORY, AND ALL APPLICABLE LOCAL CODES.

ITT EDUCATIONAL SERVICES INC.

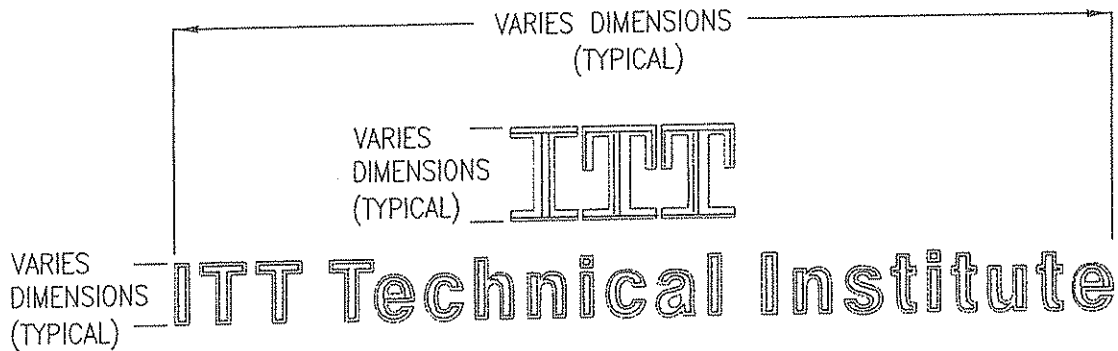
SCALE: NTS

TYPICAL LAYOUT

RACEWAY MOUNTED NEON CHANNEL LETTERS

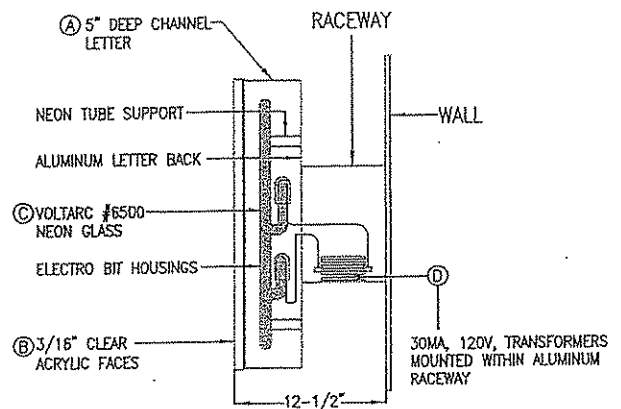
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CHANNEL LETTERS



RACEWAY MOUNTED ILLUMINATED NEON CHANNEL LETTERS

- (A) INTERNALLY ILLUMINATED CHANNEL LETTERS TO BE FABRICATED FROM .04/3003 ALUMINUM WITH 5" DEEP RETURNS. LETTER BACKS TO BE ALUMINUM WELDED TO SIDEWALLS AND SEALED. ALL LETTERS TO BE PAINTED BLUE OUTSIDE AND WHITE INSIDE.
- (B) FACES TO BE 3/16" CLEAR ACRYLIC WITH 1" WHITE TRIMCAP RETAINER EDGING.
- (C) INTERNALLY ILLUMINATE LETTERS WITH 30 m.a., DOUBLE-TUBE OF WHITE NEON GLASS, POWERED WITH 120V TRANSFORMERS. TRANSFORMERS TO BE LOCATED INSIDE OF ALUMINUM RACEWAYS.
- (D) RACEWAYS ARE TO BE FABRICATED OUT OF ALUMINUM AND PAINTED TO MATCH BUILDING.
- (E) FASTEN LETTERS FLUSH TO RACEWAY WITH MECHANICAL FASTENERS.



SIGN MUST BE APPROVED BY THE NATIONAL ELECTRICAL CODE, UNDERWRITERS LABORATORY, AND ALL APPLICABLE LOCAL CODES.

RACEWAY MOUNT

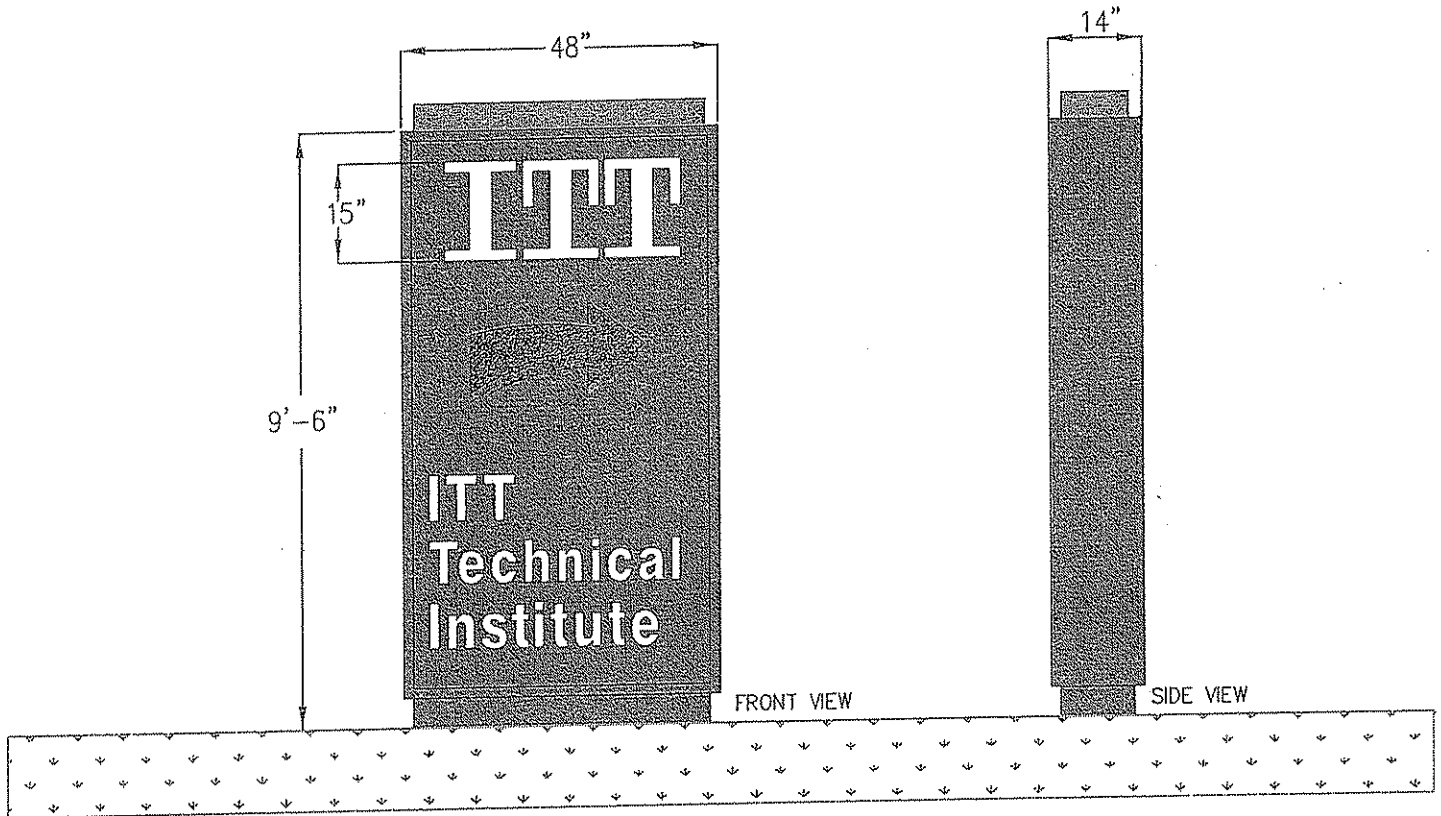
ITT EDUCATIONAL SERVICES INC.

SCALE: NTS

PAGE 2 OF 10

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VERTICAL MONUMENT



SPECIFICATIONS:

- DOUBLE FACE DISPLAY
- ALUMINUM CABINET
- FLUORESCENT ILLUMINATION
- BACKGROUND COLOR TO BE BLUE PANTONE 300C
- 2ND SURFACE VINYL GRAPHICS ON CLEAR ACRYLIC FACES

ITT EDUCATIONAL SERVICES INC.

SCALE: NTS

PAGE 5 OF 10

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